

**Vestavia Hills  
City Council Agenda  
November 13, 2018  
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Butch Williams, Vestavia Hills Senior Chaplain; Pastor of Care and Support Ministries, Vestavia Hills United Methodist Church
4. Pledge Of Allegiance
5. Candidates, Announcements and Guest Recognition
  - a. Announce Times/Dates For Interview Of Applicants for Vestavia Hills Library Board and Vestavia Hills
6. City Manager’s Report
7. Councilors’ Reports
8. Approval of Minutes – October 15, 2018 (Work Session), October 22, 2018 (Regular Meeting) and October 29, 2018 (Special Meeting)

**Old Business**

**New Business**

9. Resolution Number 5109 – A Resolution Declaring Certain Personal Property As Surplus And Directing The City Manager To Sell/Dispose Of Said Property
10. Resolution Number 5110 - A Resolution Authorizing The City Manager To Take All Actions Necessary To Settle Certain Litigation
11. Ordinance Number 2808 - An Ordinance Authorizing The Mayor And City Manager To Execute A Memo Of Understanding With Jefferson County For Debris Collection During Times Of Disaster
12. Ordinance Number 2809 – An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver A License Agreement With Jefferson County Emergency Management Authority To Allow Permission For Driver Safety Training Programs For UTV’s On The Former Altadena Valley Country Club Property

### **New Business (Unanimous Consent Requested)**

13. Resolution Number 5111 – A Resolution Authorizing The City Manager To Expend Additional Funding To Account For A Shortfall In Budgeted Employee Longevity Pay (*public hearing*)

### **First Reading (No Action Taken At This Meeting)**

14. Ordinance Number 2805 – Rezoning – 3070 Green Valley Road, Lots 1, 2, 3 & 4, Meadowlawn Estates, First Addition Less And Except ROW Granted To Jefferson County; Rezone From Vestavia Hills R-4 (Medium Density Residential District) To VH O-1 (Office District); Horton Realty, Inc., Owners (*public hearing*)
15. Ordinance Number 2806 – Rezoning – 1200 Vestavia Place; Lot 28, Block 7, Waldridge Terrace; Smith Corretti, LLC, Owners; Rezone From Vestavia Hills R-7 (Duplex And Triples Residential District) To Vestavia Hills R-9 (Planned Residential Community District) (*public hearing*)
16. Ordinance Number 2807 – Rezoning - An Ordinance To Further Amend The Zoning Ordinance And The Zoning Map Of The City Of Vestavia Hills, Alabama, Adopted September 16, 1985, And As Last Amended So As To Approve The Second Amendment To Patchwork Farm Planned Unit Development Zoning Application And Development Plan Dated September 6, 2018, To Increase The Number Of Attached Dwelling Units Within Certain Property Within The Patchwork Farm Planned Unit Development And To Rezone Five Single Family Residential Lots From Vestavia Hills PUD (Planned Unit Development) To Vestavia Hills R-1 (Low Density Residential District) (*public hearing*)
17. Citizen Comments
18. Motion For Adjournment

## **CITY OF VESTAVIA HILLS**

### **CITY COUNCIL**

### **MINUTES**

### **WORK SESSION**

**OCTOBER 15, 2018**

The City Council of Vestavia Hills met in a regular work session on this date at 6:00 PM following posting/publication as required by Alabama law. The Mayor called the meeting to order and the roll with the following:

**MEMBERS PRESENT:**

Mayor Ashley C. Curry  
Rusty Weaver, Mayor Pro-Tem  
Kimberly Cook, Councilor  
Paul J. Head, Councilor  
George Pierce, Councilor

**OTHER OFFICIALS PRESENT:**

Jeff Downes, City Manager  
Rebecca Leavings, City Clerk  
Marvin Green, Fire Chief  
Danny Rary, Police Chief  
Melvin Turner, Finance Director  
Keith Blanton, Building Official  
Cinnamon McCulley, Communication Specialist

### **TCU UPDATE – INFRASTRUCTURE AND COMMUNITY SPACES PLAN**

Stephen Allen, William Blackstock Architects, explained schematic designs including the vision of connection of the Community Center to the City hall and then hopefully a connection on down to Wald Park. He described the addition to the building along with the new community room. Discussion ensued concerning banquet space area and capacity. Mr. Allen explained.

Mr. Allen then described schematic designs for the Cahaba Height fields in creating a new accessible amenity with improved senior facilities, open park spaces, a playground and taking advantage of the existing slope in amenities.

Discussion ensued regarding possibility of heated batting cages, location and potential uses for the new redesigned New Merkle House.

## **OPERATIONAL CONSIDERATIONS OF PARKS AND RECREATION**

Mr. Downes stated that he has been looking at the operational considerations for the new parks and recreational spaces created following the implementation of the Community Spaces plan. He stated that the program is managed by the Park Board but is ultimately owned by the City with staffing and budgeting through the Council. He stated that they need to look at staffing versus revenues and might need to consider a possible public/private partnership to assist in the management of various programs.

Discussion ensued as to other municipality programs and the pros and cons of public/private partnerships. Mr. Downes asked the Mayor and the Park Board President to appoint someone to work on a committee to begin brainstorming options and decide on a course of action to be built upon at a later time.

## **SMALL CELLULAR TECHNOLOGY**

The Mayor addressed the Council concerning some proposed legislation on small cell technology that will allow cellular companies to utilize poles in the City ROW and also add poles were needed to install 5G technology antennae. He stated that this will ultimately remove any authority from the City to regulate the location, installation and maintenance of cellular equipment. The draft bill is Senate Bill 3157. A copy was given to the Councilors. The Mayor suggested that the City should consider adoption of Ordinances to regulate this before this bill is adopted and lobby their federal legislators.

Discussion ensued concerning ordinances adopted by other Cities, loopholes concerning engineering, etc.

## **SCHOOL RESOURCE OFFICERS**

Mr. Downes updated the Council of the School Boards request for three additional SRO's for the City's schools. He stated that the Board will pay for two of these officers and they believe that through attrition, the PD budget can pay for the third. Discussion ensued concerning the expense of the officers, outfitting with uniforms and equipment, vehicles, etc.

## **EXECUTIVE SESSION**

The Mayor indicated that the Council needed to enter into Executive Session to discuss security plans, procedures, etc., for safety of persons and facilities for an estimated 30 minutes with Police Chief Dan Rary.

**MOTION** Motion was made by Mrs. Cook to go into Executive Session for an estimated 30 minutes to discuss security plans, procedures, etc., for safety

of persons and facilities. Second was by Mr. Pierce. Roll call vote as follows:

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

The Council entered into Executive Session at 7:30 PM. At 8:02 PM, the Council exited Executive Session and there being no further business, the meeting adjourned at 8:03 PM.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

## **CITY OF VESTAVIA HILLS**

### **CITY COUNCIL**

### **MINUTES**

**OCTOBER 22, 2018**

The City Council of Vestavia Hills met in regular session on this date at 6:00 PM, following publication and posting pursuant to Alabama law. Mayor Curry called the meeting to order and the City Clerk called the roll with the following:

**MEMBERS PRESENT:**

Mayor Ashley C. Curry  
Rusty Weaver, Mayor Pro-Tem  
Kimberly Cook, Councilor  
Paul Head, Councilor  
George Pierce, Councilor

**OTHER OFFICIALS PRESENT:**

Jeff Downes, City Manager  
Patrick H. Boone, City Attorney  
Rebecca Leavings, City Clerk  
Melvin Turner, Finance Director  
George Sawaya, Asst. Finance Director  
Dan Rary, Police Chief  
Jason Hardin, Deputy Police Chief  
Marvin Green, Fire Chief

David Phillips, Vestavia Hills Chaplain, led the invocation followed by the Pledge of Allegiance

### **ANNOUNCEMENTS, GUEST RECOGNITION**

- Mike Anderton, Candidate, Jefferson County District Attorney, introduced himself and asked support in the upcoming General Election in November.
- David Wheeler, Candidate, House District 47, introduced himself and asked for support in the upcoming General Election in November.
- Jim Carnes, Candidate, House District 48, introduced himself and asked for support in the upcoming General Election in November.
- Marshell Jackson Hatcher, Candidate, Jefferson County Circuit Court Judge, Place 8, introduced herself and asked support in the upcoming General Election in November. She also requested votes for Larry May, Candidate for Criminal Court.
- Thomas Thrash, Candidate, Jefferson County District Judge, Place 11, introduced himself and asked support in the upcoming General Election in November.

- Mr. Pierce welcomed Chamber Board members Linda Parker and Marty Martin along with Chamber President, Karen Odle, who were in attendance representing the Vestavia Hills Chamber of Commerce.
- Mr. Pierce announced that two days are left until Viva Vestavia at Hollywood Pool and Spa. Tickets may be obtained at the Chamber.
- The Mayor announced two upcoming vacancies on the Vestavia Hills Library Board. He stated members Anna Gualano and Andrew Gardner will be rolling off the Board. These appointments are both for a 4-year terms. Applications will be accepted by the City Council until November 13, 2018 at 5:00 PM.
- Mr. Head announced an upcoming vacancy on the Vestavia Hills Parks and Recreation Board. The term of this appointment is for a 5-year term. He stated applications will be accepted tomorrow and due by November 13, 2018 at 5:00 PM and the appointments will be made at the December 10<sup>th</sup> meeting.
- The Mayor reminded everyone that the next Council meeting was moved to Tuesday, November 13 in observance of Veteran's Day on November 12.

### **PROCLAMATION – KEEPING LIGHTS ON AFTERSCHOOL DAY**

The Mayor presented a Proclamation designating October 24, 2018 as “Keeping Lights on Afterschool Day.” Mr. Downes read the Proclamation and the Mayor presented it to Vicki Bruce, VHEC Extended Day Program Site Director and Andrea Nichols.

Ms. Bruce explained their program along with the number of students that participate in their afterschool program.

The Mayor explained that this is the only nationwide event that celebrates the extended school movement. The afterschool alliance began this to show how these programs promote student education and shows the need for quality afterschool care.

### **PROCLAMATION – SMALL BUSINESS NOVEMBER**

The Mayor presented a Proclamation designating November 2018 as “Small Business November.” Mr. Downes read the Proclamation and the Mayor presented it to Karen Odle, President, Vestavia Hills Chamber of Commerce and small business owners, Linda Parker (Bruster's Real Ice Cream) and Katherine McRee (The Lili Pad).

The Mayor gave a brief background of Small Business November in celebration of small businesses within the City and throughout the nation. The effort was begun by the U.S. Senate in 2011 and has grown throughout the years. He stated that Alabama celebrates Small Business Saturday on the Saturday prior to Thanksgiving.

Mrs. McRee reminded everyone how important the local small businesses are and how much support that their associations provide for local schools and all city activities. She asked everyone to “shop small.”

Mrs. Parker stated that it's the small businesses that represent the backbone of this economy.

Mrs. McRee announced the Deck the Heights event on November 8 from 4 PM to 8 PM and invited everyone to attend.

### **PROCLAMATION – NATIONAL HOSPICE AND PALLIATIVE CARE MONTH**

The Mayor presented a Proclamation designating November 2018 as “National Hospice and Palliative Care Month.” Mr. Downes read the Proclamation and the Mayor presented it to Stephani Sansing, Kim Smith, Missy Montz, Affinity Hospice.

### **CITY MANAGER’S REPORT**

- Mr. Downes stated that the preliminary financial reports are excellent. He stated that while there are a few adjusting entries that need to be made, he wanted to note that the sales tax increase which grew at 10%. He noted that one of these months do show the new 1 cent increase but the sales tax increase was still outstanding. He showed how the general fund increased over the year that shows toward the end of the recession, fund balance grew just over \$14 million. Mr. Downes stated that these are the two metrics which show financial stability within the City and that he is extremely proud of this growth.
- Mr. Downes showed growth in the United Way contributions from employees. He stated that historically since 2012 this has increased but this year it is approaching \$11,000 which shows that morale in the City is high and our employees are happy and giving. Mr. Downes stated that both Police and Fire have stepped forward and really helped toward this gift of giving. He also invited the Council to a “Throw Back Friday” lunch for \$7 plus donation and this will go toward this fund. This will be fun and will help to raise money for the United Way.

### **COUNCILOR REPORTS**

- Mrs. Cook stated that they had a kickoff meeting for the Safe Walk for Schools Program last week. She stated that staff members Lori Beth Kearley and Melissa Hipp were present to assist. She stated she was pleased by the turnout and the support in order to increase the safety of the school traffic route along with increasing the number of kids walking to and from school.
- Mrs. Cook announced a reception on October 29 at Liberty Park Middle School honoring the staff for the Blue Ribbon recognition. She stated that they will also have a Blue Ribbon assembly on November 1.
- On October 29, following the reception there will be a Board meeting at 4 PM.



- Mrs. Cook commended Robert Debuys who was instrumental in Heights Heroes' Run which was a tremendous event. Fund raising has been so strong across the City and reflects the generosity of our City and the belief in our school system.
- Mr. Pierce stated that he attended the Chamber Board meeting and brought back information to the Mayor concerning the work the Board and the Committees continue to do for the City and the businesses.
- Mayor Curry announced two Veterans Day events: (1) one is scheduled for Friday, November 9, at the New Merkel House; and (2) the second event is scheduled for Thursday, November 8, at Vestavia Hills United Methodist Church. He stated this one is being held at the church because of the larger expected crowd capacity. He stated the event begins at 1 PM and is held to salute all of our veterans. He invited everyone to attend one or both events.
- Mayor stated that Alabama will celebrate her 100 year birthday in 2019. He stated that the City applied for a bicentennial grant and was awarded \$2,500 which will be used in furtherance of the State's history along with a celebration of the City. He stated they will be beginning programs which will extend throughout next year in celebration of this special anniversary including reading programs, lunch and learn programs, etc.

### **FINANCIAL REPORTS**

George Sawaya, Asst. Finance Director, presented the Financial Reports which were the preliminary reports for year-end closing of September 30, 2018. He read and explained the balances.

Mr. Downes stated that once the adjusting entries are made, there will be some loss but overall he believes this will be healthiest surplus the City has seen in quite some time.

### **APPROVAL OF MINUTES**

**MOTION** Motion to dispense with the reading of the minutes of the October 8, 2018 (Regular Meeting) and approve them as presented was by Mrs. Cook and second by Mr. Weaver. Roll call vote as follows:

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

### **OLD BUSINESS**

**NEW BUSINESS**

**RESOLUTION NUMBER 5105**

**Resolution Number 5105 – Alcohol License – Slice 280 LLD D/B/A Slice Stone Pizza And Brew; 3104 Timberlake Drive; For The On-Premise Sale Of 020 – Restaurant Retail Liquor; Jeffrey B. Bajalieh, Jason B. Bajalieh And Christopher S. Bajalieh, Executives (*public hearing*)**

**MOTION** Motion to approve Resolution Number 5105 was by Mr. Weaver seconded by Mr. Pierce.

Mr. Downes stated that this request is for an alcohol license for a new restaurant soon to open on Cahaba River Road.

There was no one present in regard to this request.

The Mayor opened the floor for a public hearing. Discussion ensued and the Council indicated that they did have questions of the applicant so the Mayor opened the floor for a motion.

**MOTION** Motion to postpone this request until the next meeting was made by Mrs. Cook and second was by Mr. Weaver. Roll call vote as follows:  
Mrs. Cook – yes                      Mr. Head – yes  
Mr. Pierce – yes                      Mr. Weaver – yes  
Mayor Curry – yes                      Motion carried.

**RESOLUTION NUMBER 5106**

**Resolution Number 5106 – A Resolution To Accept Schematic Of The Community Center Component Of The City Of Vestavia Hills Community Spaces Plan**

**MOTION** Motion to approve Resolution Number 5106 was by Mr. Weaver seconded by Mr. Pierce.

Mr. Downes stated that the schematics of the proposed renovations and additions to the Community Center which is a component of the Vestavia Hills Community Plan. He stated that the schematics were presented and discussed in detail at the prior work session.

Discussion ensued.

There being no one to address the Council, the Mayor called for the question.

Mrs. Cook – yes                      Mr. Head – yes  
Mr. Pierce – yes                      Mr. Weaver – yes  
Mayor Curry – yes                      Motion carried.

**RESOLUTION NUMBER 5107**

**Resolution Number 5107 – A Resolution To Accept Schematic Of The Cahaba Heights Athletic Fields Component Of The City Of Vestavia Hills Community Spaces Plan**

**MOTION** Motion to approve Resolution Number 5107 was by Mr. Weaver seconded by Mrs. Cook.

The Mayor stated that this park will be so much more than just ballparks once this work is completed.

Mr. Pierce stated that these improvements were a long time in coming.

The Mayor opened the floor for a public hearing. There being no one to address the Council, the Mayor called for the question.

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

**ORDINANCE NUMBER 2804**

**Ordinance Number 2804 – An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver A Right-Of-Way Deed To Jefferson County For Sanitary Sewer At Wald Park**

**MOTION** Motion to approve Ordinance Number 2804 was by Mr. Weaver seconded by Mr. Pierce.

Mr. Downes stated that this is a sewer ROW deed that needed to be relocated due to the Community Spaces Plan at Wald Park.

There being no one to address the Council, the Mayor called for the question.

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

**NEW BUSINESS (REQUESTING UNANIMOUS CONSENT)**

**FIRST READING (NO ACTION TO BE TAKEN AT THIS MEETING)**

The Mayor stated that the following resolutions and/or ordinances will be presented at a public hearing at the Council's next regular meeting on November 13, 2018, at 6:00 PM.

- None.

**CITIZEN COMMENTS**

Robert Debuys, 3457 Mossbrook Lane, stated that their recent fundraiser managed to raise about \$65,000. He thanked the VHPD and Public Services for their assistance in this endeavor along with all of the City's support. He stated that he also feels that the Community Spaces Plan is headed in the right direction.

At 7:02 PM, Mr. Weaver made a motion to adjourn. The meeting adjourned at 7:03 PM.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

## **CITY OF VESTAVIA HILLS**

### **CITY COUNCIL**

### **MINUTES**

**OCTOBER 29, 2018**

### **SPECIAL MEETING**

The City Council of Vestavia Hills met in special session on this date at 1:00 PM, following publication and posting pursuant to Alabama law. Mayor Curry called the meeting to order and the City Clerk called the roll with the following:

**MEMBERS PRESENT:**

Mayor Ashley C. Curry  
Rusty Weaver, Mayor Pro-Tem  
Kimberly Cook, Councilor  
Paul Head, Councilor  
George Pierce, Councilor

**OTHER OFFICIALS PRESENT:**

Jeff Downes, City Manager  
Patrick H. Boone, City Attorney  
Rebecca Leavings, City Clerk  
Cinnamon McCulley, Communications Specialist  
Brian Davis, Public Services Director  
Dan Rary, Police Chief  
Jason Hardin, Police Captain  
Marvin Green, Fire Chief  
Melvin Turner, III, Finance Director

Ron Hige, Vestavia Hills Chaplain, led the invocation followed by the Pledge of Allegiance

### **OLD BUSINESS**

### **NEW BUSINESS**

Mayor Curry welcomed everyone to this special called meeting of the City Council and indicated that this is the 2<sup>nd</sup> Special Called Meeting of his administration. He explained the reasons for him calling this special meeting are in the best interest of the community as a whole.

**RESOLUTION NUMBER 5105**

**Resolution Number 5105 – Alcohol License – Slice 280 LLD D/B/A Slice Stone Pizza And Brew; 3104 Timberlake Drive; For The On-Premise Sale Of 020 – Restaurant Retail Liquor; Jeffrey B. Bajalieh, Jason B. Bajalieh And Christopher S. Bajalieh, Executives (*public hearing*)**

**MOTION** Motion to approve Resolution Number 5105 was by Mr. Weaver seconded by Mr. Pierce.

Jason Bajalieh was present in regard to the request. Mr. Bajalieh stated that this request is for an alcohol license for a new restaurant soon to open on Cahaba River Road. He explained his experience in previous restaurant locations.

Mr. Pierce stated that the report from ABC Enforcement shows some violations and asked Mr. Bajalieh to explain the circumstances.

Mr. Bajalieh stated that these were mistakes of the past when he was young and does not define who he is today.

Mr. Pierce asked about training of employees.

Mr. Bajalieh stated that they ID everyone in the restaurant who orders alcohol.

Mrs. Cook asked if this policy is in effect at other locations.

Mr. Bajalieh stated this is their practice in all restaurants and he finds it is a good practice.

Mrs. Cook stated that she researched his family practices in business and found only commended him on their reputation in business.

The Mayor opened the floor for a public hearing. There being no one, further, to address the Council, the Mayor closed the public hearing and called for the question.

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

**RESOLUTION NUMBER 5108**

**Resolution Number 5108 – Alcohol License – Red Fish Vestavia, LLC D/B/A Wintzells Oyster House; 3142-3144 Heights Village For The On-Premise Sale Of 020 – Restaurant Retail Liquor; James Keith Hall And Frank Wayne Hall, Executives (*public hearing*)**

**MOTION** Motion to approve Resolution Number 5108 was by Mr. Weaver seconded by Mr. Head.

James Hall was present in regard to the request. He stated that their new location was in Cahaba Heights and indicated that this request is for restaurant retail liquor.

Mrs. Cook stated she sees no concerns from the Police Department review.

Mr. Pierce asked about training of employees.

Mr. Hall stated their standard operating procedure is to card anyone under age 40 and they follow the responsible vendor policy and have never experience a violation.

The Mayor opened the floor for a public hearing. There being no one, further, to address the Council, the Mayor closed the public hearing and called for the question.

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

### **CITIZEN COMMENTS**

None.

At 1:08 PM, Mr. Weaver made a motion to adjourn. The meeting adjourned at 1:09 PM.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**RESOLUTION NUMBER 5109**

**A RESOLUTION DETERMINING THAT CERTAIN  
PERSONAL PROPERTY IS NOT NEEDED FOR  
PUBLIC OR MUNICIPAL PURPOSES AND  
DIRECTING THE SALE/DISPOSAL OF SAID  
SURPLUS PROPERTY**

**WITNESSETH THESE RECITALS**

**WHEREAS**, the City of Vestavia Hills, Alabama, is the owner of personal property detailed in the attached "Exhibit A"; and

**WHEREAS**, the City has determined that it would be in the best public interest to sell or dispose of said property.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF  
THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:**

1. The City Manager is hereby authorized to sell or dispose of the above-referenced surplus personal property; and
2. This Resolution Number 5109 shall become effective immediately upon adoption and approval.

**DONE, ORDERED, APPROVED and ADOPTED** on this the 13<sup>th</sup> day of November, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk



## Rebecca Leavings

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**From:** Danny Rary  
**Sent:** Friday, October 26, 2018 1:15 PM  
**To:** Rebecca Leavings  
**Subject:** FW: 1985 Chevrolet CUCV Truck - Declare as surplus

What else will you need to put on council agenda to sell?

Dan



Danny P. Rary  
Chief of Police  
Vestavia Hills Police Department  
1032 Montgomery Highway  
Vestavia Hills, Alabama 35216  
205-978-0109  
[drary@vhal.org](mailto:drary@vhal.org)

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**From:** Shane Ware  
**Sent:** Wednesday, October 24, 2018 1:37 PM  
**To:** Danny Rary <DRary@vhal.org>  
**Cc:** Joel Gaston <JGaston@vhal.org>; Jason Hardin <JHardin@vhal.org>; Brian Gilham <bgilham@vhal.org>; J Evans <Jevans@vhal.org>; Michael Keller <MKeller@vhal.org>; Randall Jones <RJones@vhal.org>  
**Subject:** 1985 Chevrolet CUCV Truck - Declare as surplus

Chief,

The 1985 Chevrolet CUCV truck (DRMO Program) is ready to be declared as a surplus vehicle and sold on [www.govdeals.com](http://www.govdeals.com)

The **VIN is 1GCHD34J8FF128576.**

The truck will need to be listed as “an exempt vehicle – odometer reading not required/does not conform to edits”.

Also the transmission is inoperable.

Thanks,

**RESOLUTION NUMBER 5110**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO SETTLE CERTAIN LITIGATION**

**WHEREAS**, the City of Vestavia Hills, Alabama, along with its police officer Corey Allen Sarvaunt and State Farm Mutual Insurance Co., are defendants in pending litigation entitled *Henry Levkoff V. Corey Allen Sarvaunt Et. Al.*, Case No. 01-CV-2017-901346.00, pending in the Circuit Court of Jefferson County, Alabama (“the Lawsuit”);

**WHEREAS**, the Plaintiffs and Defendants were ordered to mediate the case, which resulted in a compromise settlement intended to eliminate the costs of further litigation, subject to the City Council’s acceptance and approval of the terms of the Mediation Agreement; and

**WHEREAS**, Plaintiff has agreed to dismiss his lawsuit with prejudice against the City and its police officer and to execute a Settlement Agreement which, inter alia, releases the City and its officer from any further claims or causes of action arising out of all matters that were or could have been litigated in the Lawsuit; and,

**WHEREAS**, the proposed settlement has been reviewed, approved and recommended by the City Attorney and outside retained counsel for the City; and

**WHEREAS**, the Mayor and City Council feel it is in the best public interest to authorize the City Manager to settle the Lawsuit pursuant to the terms of the Mediation Agreement on behalf of the City and its police officer, who was acting in the line and scope of his employment at the time of the motor vehicle accident made the basis of the Lawsuit pursuant to *Alabama Code* section 11-47-24.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:**

1. The City Manager is hereby authorized to expend a sum of \$87,500 in full settlement of the Lawsuit on behalf of the City and its police officer, who was acting in the line and scope of his employment at the time of the motor vehicle accident made the basis of the Lawsuit; and
2. The City Manager is further authorized to execute the Settlement Agreement and to otherwise carry out the remaining terms and conditions of the agreement to effect a full

and final settlement between the Plaintiffs and the City and its police officer and a complete dismissal with prejudice of the pending lawsuit ; and

3. This Resolution Number 5110 shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 13th day of November, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**ORDINANCE NUMBER 2808**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER A MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT WITH JEFFERSON COUNTY FOR STORM DEBRIS REMOVAL FROM DEVASTATING STORMS WHICH MAY OCCUR IN THE CITY OF VESTAVIA HILLS, ALABAMA**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:**

1. The Mayor and City Manager are hereby authorized to execute and deliver a MOU Agreement with Jefferson County for and on behalf of the City of Vestavia Hills, Alabama pursuant to the terms and conditions as detailed in the attached Exhibit A; and
2. This Ordinance Number 2808 shall become effective immediately upon adoption and approval.

**DONE, ORDERED, ADOPTED and APPROVED** this the 13<sup>th</sup> day of November, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE JEFFERSON COUNTY COMMISSION  
AND THE CITY OF VESTAVIA HILLS  
REGARDING DEBRIS REMOVAL AND  
MONITORING SERVICES

WHEREAS, Alabama law authorizes counties and municipalities to enter into agreements to provide services to each other under mutually-agreed to terms and conditions; and

WHEREAS, following recent natural disasters in Alabama, all counties have entered into regional pre-event debris removal and monitoring services contracts to have available for each county in the event of a disaster within one or more counties necessitating the need for debris removal; and

WHEREAS, the Invitation to Bid for these regional pre-event contracts included a provision to require the successful bidder to provide services within the jurisdictional limits of a municipality within an activating county if the county and the municipality had entered into a memorandum of understanding allowing the activating county to assume responsibility for debris removal and/or monitoring services on municipal property within the jurisdictional limits of the municipality; and

WHEREAS, these regional county contracts provide that services may be performed within the jurisdictional limits of a municipality within an activating county at the direction of the county if, prior to the disaster warranting the need for debris removal and/or monitoring services, the county and the municipality have entered into a written memorandum of understanding for the removal of disaster-related debris from municipal property on behalf of the municipality; and

WHEREAS, Jefferson County is a party to the **Region 6** county contracts for debris removal and monitoring services, which contracts provide for debris removal and monitoring services to be provided to the county upon activation under procedures set out in such contracts; and

WHEREAS, the City of Vestavia Hills is not properly equipped to effectively perform debris removal operations in the event of a disaster within its jurisdictional limits, and as such, the county and municipality find it to be in their mutual best interests and to the benefit of the citizens they represent to enter into this memorandum of understanding to allow the county to have debris removal services performed on the municipal property within the jurisdictional limits of the municipality pursuant to the county regional contract for debris removal services and, if necessary, to have such debris removal monitored pursuant to the county regional contract for monitoring services; and

WHEREAS, both the Jefferson County Commission and the Vestavia Hills City Council have adopted resolutions agreeing to enter into this memorandum of understanding between

the Jefferson County Commission and the City of Vestavia Hills, which resolutions are attached hereto and incorporated by reference; and

WHEREAS, the Jefferson County Commission and the City of Vestavia Hills, as evidenced by the above referenced resolutions, also agree to the following terms and conditions:

1. That this memorandum of understanding shall only apply in the event that, following a disaster necessitating debris removal and/or monitoring services, the county has activated the Region 6 contract for debris removal and/or monitoring services pursuant to procedures set out in said contract.
2. That in the event the municipality desires that the county have debris removal and/or monitoring services performed on municipal property within its municipal jurisdictional limits pursuant to this memorandum of understanding, the mayor or other municipal official designated in writing by the Vestavia Hills City Council shall send written notice to the county within five calendar days of a disaster necessitating the removal of debris that the municipality desires to have the county perform such services under the terms and conditions set out in the county regional contracts.
3. That, upon receipt of such request, the county determines that it can provide those services within the jurisdictional limits of the municipality pursuant to the county regional debris removal and/or monitoring services contracts.
4. That the debris removal and/or monitoring services provided to the municipality shall be limited to available contract personnel and equipment not required to meet the needs of the county, and that the judgment of the Jefferson County Commission or its designee shall be final as to the personnel and equipment so available and as to the time of providing such services.
5. That the county shall only provide services within the jurisdictional limits of the municipality that are provided for in the regional county debris removal and monitoring services contracts as set out in **Exhibit A** of the contracts, which are attached hereto and incorporated by reference.
6. That the City of Vestavia Hills shall cooperate with county and contract personnel as necessary to ensure proper management and administration of the removal of debris within the jurisdictional limits of the municipality pursuant to the regional county contracts for debris removal and/or monitoring services, which cooperation shall include, but not be limited to, allowing county personnel and their contractors access as necessary to perform debris removal and/or monitoring services as determined necessary and appropriate by county personnel and assisting as necessary to provide documentation required under the county regional joint debris removal and/or monitoring services contracts.

7. That the municipality understands that monitoring of the debris removal may be necessary and agrees to cooperate with all debris removal monitoring services conducted within its jurisdictional limits pursuant to the county regional monitoring services contract or as otherwise provided by the county.

8. That there shall be no debris removal and/or monitoring services performed on private property under this memorandum of understanding and that only services authorized under the regional county contracts as determined by the Jefferson County Commission or its designated county personnel shall be provided.

9. That the county may suspend or terminate the removal of debris and/or monitoring services within the jurisdictional limits of the municipality as it deems appropriate or necessary due to (a) conditions within the county; (b) issues related to the regional county contracts for debris removal and/or monitoring; (c) lack of cooperation from municipal officials and/or employees; or (d) other reasons as warranted in the discretion of the county.

10. That by entering into this memorandum of understanding, the county assumes no liability for damages to any property of the municipality or any citizens of the municipality resulting from the debris removal or monitoring services conducted by the debris removal or monitoring services contractor. Additionally, the undersigned municipality shall indemnify and hold harmless Jefferson County, its officials, employees, and agents for any damage of any type whatsoever to the municipality's property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the municipality's property, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the undersigned municipality has, or ever might or may have, by reason of any action of the county and its county officials, employees or debris removal or monitoring services contractors and any action they have taken to accomplish the aforementioned purpose.

11. The municipality shall reimburse the Jefferson County Commission for any and all expenses incurred by the county for the removal of debris within the jurisdictional limits of the municipality and/or for monitoring services related to the debris removal pursuant to the reimbursement schedule presented to the municipality by the county at the time the municipality submits its request for services as provided in this memorandum of understanding;

12. That the municipality's failure to timely reimburse the county pursuant to the reimbursement schedule presented to the municipality by the county shall be deemed a breach of this memorandum of understanding which shall result in termination of this agreement and any other remedies available to the county under the law.

13. That in the event the county receives reimbursement for any or all of its costs related to debris removal and/or monitoring services performed within the municipality's jurisdictional limits from any government or other source or sources, the

county shall pay the municipality its pro rata share of such reimbursement within thirty days of receipt by the county provided the municipality has paid in full its portion of the cost of debris removal and/or monitoring services pursuant to the requirements set out in paragraph 11 above. However, if at any time after the county has been reimbursed from any source and has reimbursed the municipality in accordance with this paragraph, it is determined that the debris removal and/or monitoring services were not performed in accordance with such source or sources' debris removal and/or monitoring services laws, rules, regulations or guidance, the municipality shall promptly reimburse the County within 15 days the amount of the reduction of the county's reimbursement from such source related to the debris removal and/or monitoring services performed within the municipalities jurisdictional limits.

14. That this agreement only applies in the event the county has activated the regional county contract for debris removal and/or monitoring services and that the county shall not be obligated to provide debris removal and/or monitoring services on municipal property within the jurisdictional limits of the municipality except as specifically provided herein.

15. That, *except as provided in paragraph 11*, this memorandum of understanding shall be in full force and effect from the date of execution and shall automatically renew provided the Region 6 county contract for debris removal and monitoring contracts are renewed and shall ultimately terminate on **October 31, 2021**, unless this agreement is terminated as detailed above. The municipality may also request termination of this memorandum of understanding at any time by written request to the Jefferson County Commission.

\_\_\_\_\_  
Mayor, City of Vestavia Hills

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
City Manager, Vestavia Hills

Notary Seal

\_\_\_\_\_  
President, Jefferson County Commission

\_\_\_\_\_  
Minute Clerk

Notary Seal



**ORDINANCE NUMBER 2809**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER A LICENSE AGREEMENT WITH JEFFERSON COUNTY EMERGENCY MANAGEMENT AUTHORITY FOR DRIVER SAFETY TRAINING OF UTV'S ON THE FORMER ALTADENA VALLEY COUNTRY CLUB PROPERTY**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:**

1. The Mayor and City Manager are hereby authorized to execute and deliver a License Agreement with Jefferson County Emergency Management Authority pursuant to the terms and conditions as detailed in the attached Exhibit A; and
2. This Ordinance Number 2809 shall become effective immediately upon adoption and approval.

**DONE, ORDERED, ADOPTED and APPROVED** this the 13<sup>th</sup> day of November, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**STATE OF ALABAMA**

**JEFFERSON COUNTY**

**LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** (“Agreement”) is made and entered into on this the \_\_\_\_\_ day of November, 2018, by and between the City of Vestavia Hills, Alabama, a municipal corporation (“Licensor” hereinafter referred to as “City”), and Jefferson County Emergency Management Agency (“Licensee” hereinafter referred to as “JCEMA”).

**WITNESSETH THESE RECITALS:**

**WHEREAS**, the City is the owner of that certain real property commonly referred to as “Altadena Valley Country Club site” situated at 2651 Alta Vista Drive in the City of Vestavia Hills, Jefferson County, Alabama (the “Property”); and

**WHEREAS**, the City derived title to the Property on December 28, 2015 by virtue of that certain Statutory Warranty Deed, dated December 28, 2015 filed in the office of the Judge of Probate of Jefferson County, Alabama on December 28, 2015 and recorded at Instrument 201512300124951, pages 1 through 9; and

**WHEREAS**, JCEMA has requested permission from the City to use the Property for the purpose of driver safety training for fire departments that are housing and operating JCEMA Utility Task Vehicles (“UTVs”); and

**WHEREAS**, the training will be performed by instructors certified through the Recreational Off-Highway Vehicle Association (“ROHVA”); and

**WHEREAS**, City is willing to grant JCEMA a license to use the Property subject to the following terms, provisions and conditions; and

**WHEREAS**, the City and JCEMA wish to reduce the agreement to writing.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:** That in consideration of the mutual covenants, promises and premises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties hereto, the City and JCEMA expressly and mutually agree as follows:

**I. GRANT OF TEMPORARY LICENSE**

City does hereby grant to JCEMA a license to use the Property for the purpose of training members of municipal fire departments.

**II. USE OF PROPERTY**

During the term of this License Agreement, JCEMA shall use the Property solely for the purpose of driver safety training for fire departments that are housing and operating JCEMA Utility Task Vehicles (UTVs). The training will be performed by instructors certified through the Recreational Off-Highway Vehicle Association (“ROHVA”).

**III. TERM**

This License Agreement shall continue in full force and effect for a period of one (1) year beginning on the first (1<sup>st</sup>) day of December, 2018 and ending on the thirtieth (30<sup>th</sup>) day of November, 2019.

**IV. CANCELLATION AND TERMINATION**

The City shall have the right in its sole and absolute discretion to cancel and terminate this agreement, for any reason or no reason, at any time upon three (3) days prior written notice to JCEMA, which said notice shall specify the date on which the agreement will terminate.

**V. CONSIDERATION**

During the term of this agreement, JCEMA shall not be required to pay any monetary consideration to the City for the permission to use the Property as aforesaid.

**VI. NO WARRANTIES**

JCEMA acknowledges that neither the City nor any agent of the City has made any representation as to the condition of the land or improvements located thereon or the suitability of the property for JCEMA’s intended use, and JCEMA hereby accepts the Property in its “as is and where is” condition “with all faults.”

**VII. INDEPENDENT CONTRACTOR**

JCEMA acknowledges and agrees that it is an independent contractor for purposes of this agreement. Nothing contained herein shall be construed to mean that JCEMA is the servant, agent or employee of the City.

**VIII. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS**

JCEMA shall, at its sole cost and expense, comply in all respects with any and all laws, statutes, ordinances, code provisions, rules, regulations, requirements and directives (“governmental requirements”) of any federal, state, county or city agencies.

**IX. CLEANING AND MAINTENANCE**

JCEMA shall keep the property clean during the term of this License Agreement.

**X. REPAIR AND MAINTENANCE**

JCEMA shall take good care of the Property for and during the term of this License Agreement. The Property shall be kept in good repair by JCEMA and at the end of the term hereof, JCEMA shall deliver the Property to the City in good repair and condition, reasonable wear and tear excepted.

**XI. ALTERATIONS AND IMPROVEMENTS**

JCEMA shall not make any structural alterations or improvements to the Property without having first obtained the prior written consent of the City.

**XII. TRANSFER OR ASSIGNMENT**

JCEMA shall not transfer or assign this agreement or the use of said Property without having first obtained the prior written consent of the City.

**XIII. INDEMNITY**

To the fullest extent permitted by law, the JCEMA shall defend, indemnify and hold harmless the City of Vestavia Hills, Alabama, a municipal corporation, its elected public officials and employees, as Owner/Licenser (hereinafter collectively referred to as the "Indemnitees" from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from the use of the Property by JCEMA, including specifically, but not limited to claims alleged to have been caused by negligent or otherwise wrongful acts or omissions, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by negligent acts or omissions of JCEMA, anyone directly or indirectly employed by it, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged but not legally established to have been caused in whole or in part by the negligence or other fault of a party indemnified hereunder. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to, or result from JCEMA's use of the Property. This indemnification provision shall survive the expiration and termination of this agreement.

**XIV. PUBLIC LIABILITY INSURANCE**

JCEMA shall, during the entire term of this agreement or any renewal thereof, at JCEMA's own expense, keep in force and effect by advanced payment of premiums, public liability insurance in an amount of not less than One Million Dollars (\$1,000,000.00) for injury to or death of one person or as a result of one occurrence and not less than Three Million Dollars (\$3,000,000.00) for injury to or death of more than one person as a result of one occurrence insuring JCEMA, the City of Vestavia Hills and the City's Mayor, City Manager, City Clerk,

members of the City Council, servants, agents, employees and other representatives (as additional insureds) against any liability that may accrue against them or either of them on account of any occurrences on or about the Property when JCEMA is using the Property and resulting in personal injury or death. JCEMA shall, on request, furnish to City certificates of all insurance required under this paragraph.

**XV. ADDITIONAL INSUREDS**

JCEMA shall cause the insurance policy coverages described above to include:

A. The City of Vestavia Hills, Alabama, a municipal corporation, and its elected public officials and employees as additional insureds for claims caused in whole or in part by JCEMA's negligent acts or omissions during JCEMA's use of the Property; and

B. The insurance policy coverages shall state that these coverages shall be primary insurance for the additional insureds; and

C. Contain no exclusions of the additional insureds relative to job accidents; and

D. The policies must be on an "occurrence" basis.

**XVI. HOURS OF USE**

JCEMA shall not use the Property for training purposes prior to \_\_\_\_\_ o'clock a.m. or after \_\_\_\_\_ o'clock p.m. on any day during the term of this License Agreement or any extension thereof.

**XVII. FUTURE USE**

Any future agreement by and between the City, as "Licensor," and JCEMA, as "Licensee," for the use of the Property for any period beyond November 30, 2019 shall be mutually agreed upon in writing by and between the City and JCEMA.

**XVIII. IMMIGRATION LAW**

Act 2012-491 of the Alabama Legislature requires that all state, county and municipal contracts and agreements contain the following language:

"By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

The City and JCEMA acknowledge and agree that the above language is hereby incorporated into this License Agreement by reference and will comply fully with said statute.

**XIX. COMPLIANCE WITH TITLE 41-16-5, CODE OF ALABAMA, 1975, BOYCOTT LIMITATIONS**

Act 2016-312 of the Alabama Legislature prohibits a governmental entity from entering into certain public contracts with a business entity unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, the boycott of a person or an entity based upon the person or business doing business with a jurisdiction with which the state can enjoy open trade. The prohibition does not apply if a business offers to provide goods or services for at least 20 percent less than the lowest certifying business entity or to a contract with a value less than \$15,000.00. JCEMA represents and warrants that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

**XX. NOTICES**

Any and all notices required or permitted to be given hereunder shall be deemed received five (5) days after the same are deposited in the U.S. Mail sent postage prepaid via certified mail, return receipt requested.

All notices to the City shall be sent to:

City Manager Jeffrey D. Downes  
City of Vestavia Hills  
1032 Montgomery Highway  
Vestavia Hills, Alabama 35216

With a copy to:

Director of Parks and Recreation  
1973 Merryvale Road  
Vestavia Hills, Alabama 35216

All notices to JCEMA shall be sent to:

\_\_\_\_\_  
Jefferson County Emergency Management Agency  
709 – 19<sup>th</sup> Street North  
Birmingham, Alabama 35203

Either party may change the address at which it is to be given notice by giving notice of such change of address in the manner provided for giving notices in this paragraph.

**XXI. MISCELLANEOUS**

**A. NON WAIVER:** The failure of the City to insist, in any one or more instances, upon a strict performance of any of the covenants of this Agreement, shall not be construed as a waiver, or a relinquishment for the future of such covenant, but the same shall continue and remain in full force and effect.

**B. WAIVER OF MODIFICATION:** Any waiver, alteration or modification of any of the provisions of this Agreement or cancellation or replacement of this Agreement shall not be valid unless in writing and signed by the JCEMA and City. This Agreement may be amended at any time by written agreement of the parties signatory hereto.

**C. NOTICES:** Any and all notices required or permitted to be given under this agreement will be sufficient if furnished in writing and sent by Registered Mail to the parties' last known address of JCEMA and the City Manager for the City.

**D. GOVERNING LAW:** This Agreement shall be interpreted, construed and governed pursuant to the laws of the State of Alabama.

**E. CONSTRUCTION OF TERMS:** JCEMA and City negotiated the terms, provisions and conditions of this Agreement and both parties had the equal opportunity for input for the drafting of this Agreement. Therefore, any ambiguities of this Agreement shall be construed fairly and equitably regardless of the participation of either party in drafting this Agreement. The reference in terms to gender and number shall be modified as may be appropriate.

**F. ARTICLE AND SECTION HEADINGS:** The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

**G. EXECUTION IN COUNTERPARTS:** The Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**H. BINDING EFFECT:** The Agreement shall inure to the benefit of, and shall be binding upon JCEMA and City, and their successors and assigns.

**I. SEVERABILITY:** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**J. ENTIRE AGREEMENT:** This written agreement contains the entire agreement between the City and JCEMA.

**IN WITNESS WHEREOF,** the parties have executed this License Agreement on this the \_\_\_\_\_ day of November, 2018.

**LICENSOR/CITY:**  
CITY OF VESTAVIA HILLS, ALABAMA  
A Municipal Corporation

By \_\_\_\_\_  
Ashley C. Curry  
Its Mayor

By \_\_\_\_\_  
Jeffrey D. Downes  
Its City Manager

ATTESTED

By \_\_\_\_\_

**LICENSEE/JCEMA:**  
JEFFERSON COUNTY EMERGENCY  
MANAGEMENT AGENCY

By \_\_\_\_\_  
Its \_\_\_\_\_

ATTESTED:

By \_\_\_\_\_



**STATE OF ALABAMA  
JEFFERSON COUNTY**

**ACKNOWLEDGMENT**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Ashley C. Curry, whose name as Mayor of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing License Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the \_\_\_\_\_ day of November, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
SEAL

**STATE OF ALABAMA  
JEFFERSON COUNTY**

**ACKNOWLEDGMENT**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing License Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the \_\_\_\_\_ day of November, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
SEAL

**STATE OF ALABAMA  
JEFFERSON COUNTY**

**ACKNOWLEDGMENT**

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of Jefferson County Emergency Management Agency, is signed to the foregoing License Agreement, and who is known to me, acknowledged before me on this day that being informed of the contents of the document, he/she in his/her capacity as such and with full authority, executed the same voluntarily for and as the act of said Jefferson County Emergency Management Agency on the day the same bears date.

Given under my hand and official seal, this the \_\_\_\_\_ day of November, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
SEAL

## **RESOLUTION NUMBER 5111**

### **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXPEND ADDITIONAL FUNDING TO ACCOUNT FOR A SHORTFALL IN BUDGETED EMPLOYEE LONGEVITY PAY**

**WHEREAS**, on September 10, 2018, the City Council adopted and approved Ordinance Number 2788 in order to adopt a general funds budget for the City of Vestavia Hills, Alabama, for fiscal year 2018-2019; and

**WHEREAS**, the adopted budget anticipated \$120,000 in employee longevity pay for long-term employees; and

**WHEREAS**, the actual calculation of longevity pay totaled \$135,854.30 which requires \$15,854.30 in additional funding in order to issue the longevity to all long-term employees; and

**WHEREAS**, traditionally the longevity checks are distributed prior to the Thanksgiving holidays to allow employees to capitalize on holiday bargains; and

**WHEREAS**, the Mayor and City Council feel it is in the best public interest to authorize the City Manager to expend the additional funding to meet the calculated longevity payment expense.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL  
OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:**

1. The City Manager is hereby authorized to expend an additional \$15,854.30 in longevity payments to long-term employees; and
2. This Resolution Number shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 13<sup>th</sup> day of November, 2018.

Ashely C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**ORDINANCE NUMBER 2805**

**AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY VESTAVIA HILLS R-4 TO VESTAVIA HILLS O-1**

**BE IT ORDAINED** by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills R-4 (medium density single family district) to Vestavia Hills O-1 (office district):

3070 Green Valley Road  
Horton Realty, Inc., Owner(s)

More particularly described as follows:

Lots 1, 2, 3 and 4, Block 2, Meadowlawn Estates, First Addition less and except ROW granted to Jefferson County recorded in Volume 6388, Page 147, Jefferson County Judge of Probate

**APPROVED and ADOPTED** this the 26<sup>th</sup> day of November, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**CERTIFICATION:**

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2805 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 26<sup>th</sup> day of November, 2018, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Rebecca Leavings  
City Clerk



**CITY OF VESTAVIA HILLS**  
**SYNOPSIS AND STAFF RECOMMENDATION CONCERNING**  
**APPLICATION BEFORE THE PLANNING AND ZONING COMMISSION**

Date: OCTOBER 11, 2018

- **CASE: P-1018-35**
- **REQUESTED ACTION:** Rezoning Vestavia Hills R-4 to Vestavia Hills O-1
- **ADDRESS/LOCATION:** 3070 Green Valley Rd.
- **APPLICANT/OWNER:** Horton Realty, Inc
- **GENERAL DISCUSSION:** Property was part of the Cahaba Heights annexation in 2003. At that time compatible rezoning's were done by hand. At that time, a transcription error was made giving the property an R-4 zoning, instead of the appropriate O-1 zoning. This application is to correct that mistake and the City has waived all fees. There is currently an office building on site and has maintained office uses since annexation.
- **CHABA HEIGHTS COMMUNITY PLAN:** This request is consistent with the plan for limited mixed use.
- **STAFF REVIEW AND RECOMMENDATION:**
  1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.  
  
**City Planner Recommendation:** No recommendation
  2. **City Engineer Review:** I have reviewed the application and I have no issues with this request.
  3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.
  4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

**MOTION** Mr. Larson made a motion to recommend rezoning for 3070 Green Valley Rd. from Vestavia Hills R-4 to Vestavia Hills O-1. Second was by Mr. Romeo. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes  
Mr. Gilchrist – yes  
Mr. Romeo – yes  
Mr. House – yes  
Motion carried.

Mr. Sykes – yes  
Ms. Cobb – yes  
Mr. Larson – yes  
Mrs. Barnes – yes





TAMMY D. COHEN, AIA  
 ARCHITECT  
 2210 SECOND AVENUE NORTH  
 BIRMINGHAM, AL 35203  
 205/324-8864

HORTON CONTROLS INC.  
 ASBURY ROAD & GREEN VALLEY ROAD  
 CAHABA HEIGHTS, ALABAMA

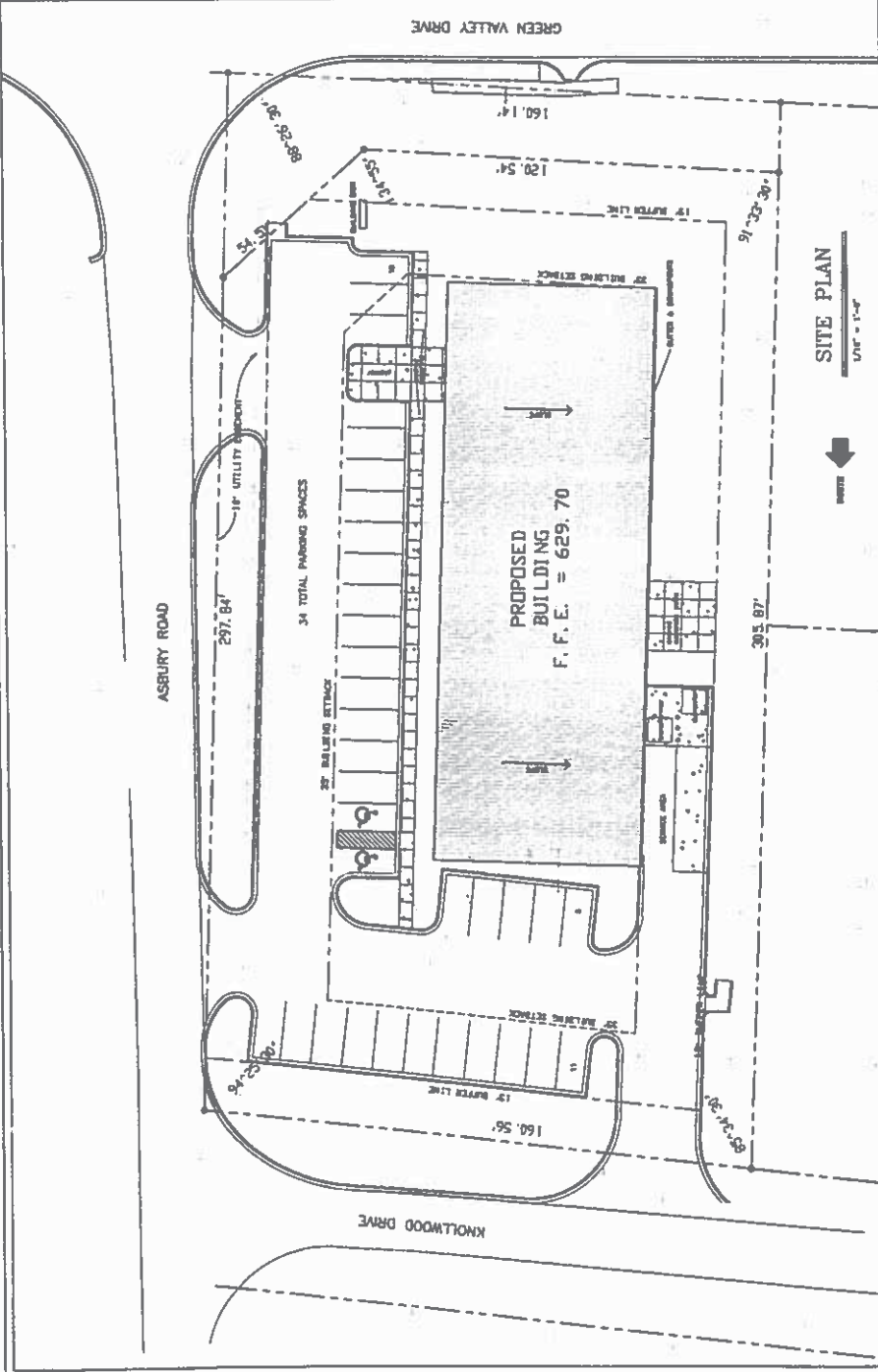
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DRAWING INDEX	
SHEET NO.	SHEET DESCRIPTION
01-01	OVERALL
02-01	MECHANICAL PLAN
03-01	ELECTRICAL & LIGHTING PLAN
04-01	PLUMBING & SANITARY PLAN
05-01	FOUNDATION PLAN
06-01	CONCRETE & REINFORCING
07-01	MECHANICAL
08-01	MECHANICAL
09-01	MECHANICAL
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92-01	MECHANICAL
93-01	MECHANICAL
94-01	MECHANICAL
95-01	MECHANICAL
96-01	MECHANICAL
97-01	MECHANICAL
98-01	MECHANICAL
99-01	MECHANICAL
100-01	MECHANICAL

1984 STANDARD BUILDING CODE  
 OCCUPANCY  
 GROUP B - BUSINESS  
 GROUP S2 - LOW HAZARD STORAGE  
 OCCUPANCY SEPARATION - 2 HOURS  
 CONSTRUCTION TYPE  
 TYPE V UNPROTECTED UNSPRINKLED  
 ALLOWABLE HEIGHTS & BUILDING AREAS  
 3 STORIES  
 14,000 SQUARE FEET PER FLOOR  
 PROPOSED SQUARE FOOTAGE  
 4,265 SQUARE FEET BUSINESS  
 3,085 SQUARE FEET STORAGE  
 7,350 SQUARE FEET TOTAL



ELECTRICAL:  
 MARATHON ELECTRICAL  
 614 38TH STREET SOUTH  
 BIRMINGHAM, AL 35222  
 205/323-8500

PLUMBING:  
 BONHAM & BUCKNER PLUMBING CO.  
 3854 VANN ROAD  
 BIRMINGHAM, AL  
 205/655-3222

ARCHITECT & INTERIOR DESIGN:  
 TAMMY D. COHEN, AIA  
 2210 SECOND AVENUE NORTH  
 BIRMINGHAM, AL 35203  
 205/324-8864

MECHANICAL ENGINEER:  
 GONZALEZ-WEBB ENGINEERING  
 2100 RIVERCHASE CENTER, SUITE 230  
 BIRMINGHAM, AL 35244  
 205/985-7579

OWNER:  
 HORTON CONTROLS, INC.  
 4128 CROSSHAVEN DRIVE  
 BIRMINGHAM, AL 35243  
 205/970-0080

MECHANICAL:  
 STRONG AIR CONDITIONING CO.  
 228 COMMERCE PARKWAY  
 BIRMINGHAM, AL 35124  
 205/987-0500

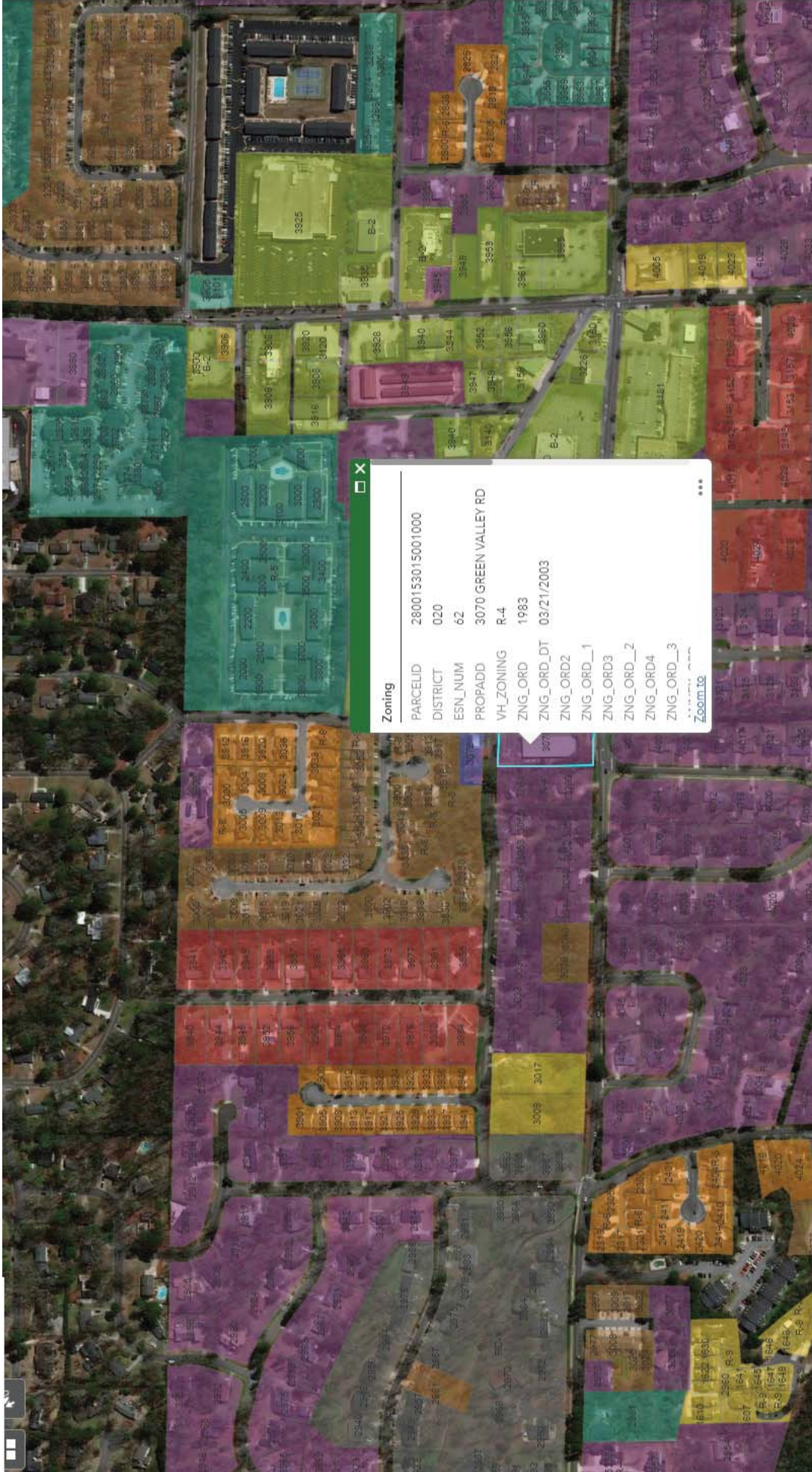
STRUCTURAL ENGINEER:  
 STRUCTURAL DESIGN GROUP  
 3629 CUMBERLAND TRACE  
 BIRMINGHAM, AL 35242  
 205/980-6452

CIVIL ENGINEER:  
 GONZALEZ-WEBB ENGINEERING  
 2100 RIVERCHASE CENTER, SUITE 230  
 BIRMINGHAM, AL 35244  
 205/985-7579

CONTRACTOR:  
 BRADFORD BUILDING CO.  
 P.O. BOX 131412  
 BIRMINGHAM, AL 35213  
 205/956-4939





Zoning

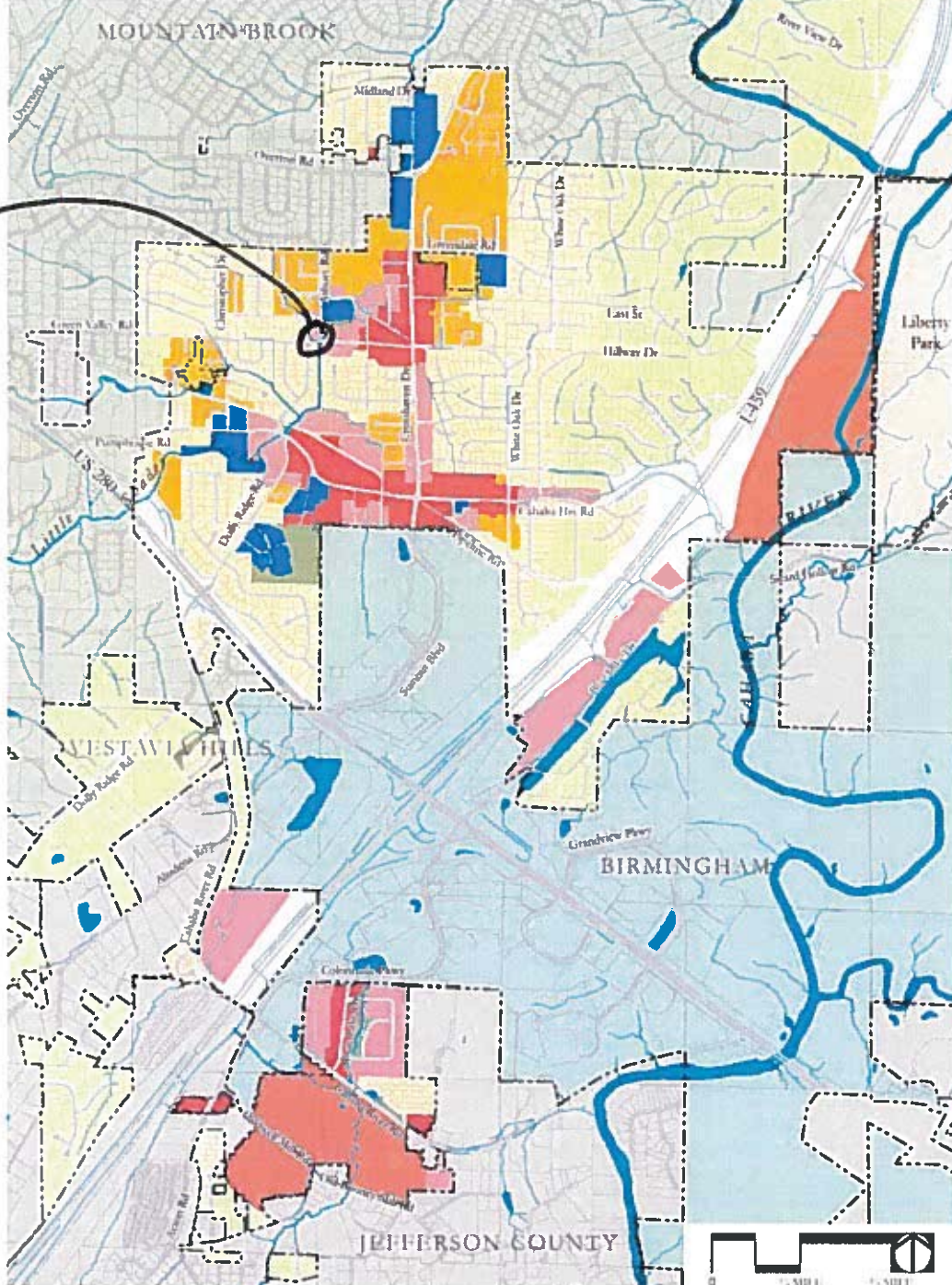
- R-2
- PUD-PR-1
- R-1
- R-4
- R-6
- R-9
- R-3
- R-8
- R-5
- R-9\*
- B-3
- RC-1
- A
- E-2
- B-2
- Inst-1
- R-1\*
- O-1
- PUD-PB
- R-8\*
- R-6\*
- B-1
- B-3\*
- Inst-1\*
- B-2\*
- O-1\*



Zoning	
PARCEL	2800153015001000
DISTRICT	020
ESN_NUM	62
PROPADD	3070 GREEN VALLEY RD
VH_ZONING	R-4
ZNG_ORD	1983
ZNG_ORD_DT	03/21/2003
ZNG_ORD2	
ZNG_ORD_1	
ZNG_ORD3	
ZNG_ORD_2	
ZNG_ORD4	
ZNG_ORD_3	
Zoom to	

### Future Land Use

- |                                                                                                              |                                                                                                     |                                                                                                        |
|--------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
|  Low Density Residential    |  Retail Mixed Use  |  Institutional        |
|  Medium Density Residential |  Limited Mixed Use |  Parks and Open Space |
|  High Density Residential   |  Planned Mixed Use |                                                                                                        |
|  Birmingham                 |  Jefferson County  |  Mountain Brook       |



Subject Parcel

Figure 4: Future Land Use Map

**ORDINANCE NUMBER 2806**

**AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY VESTAVIA HILLS R-7 TO VESTAVIA HILLS R-9**

**BE IT ORDAINED** by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills R-7 (duplex and triplex residential district) to Vestavia Hills R-9 (planned residential community district):

1200 Vestavia Place;  
Lot 28, Block 7, Waldridge Terrace (PB 16 PG 68)  
Smith Corretti, LLC, Owner(s)

**APPROVED and ADOPTED** this the 26<sup>th</sup> day of November, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

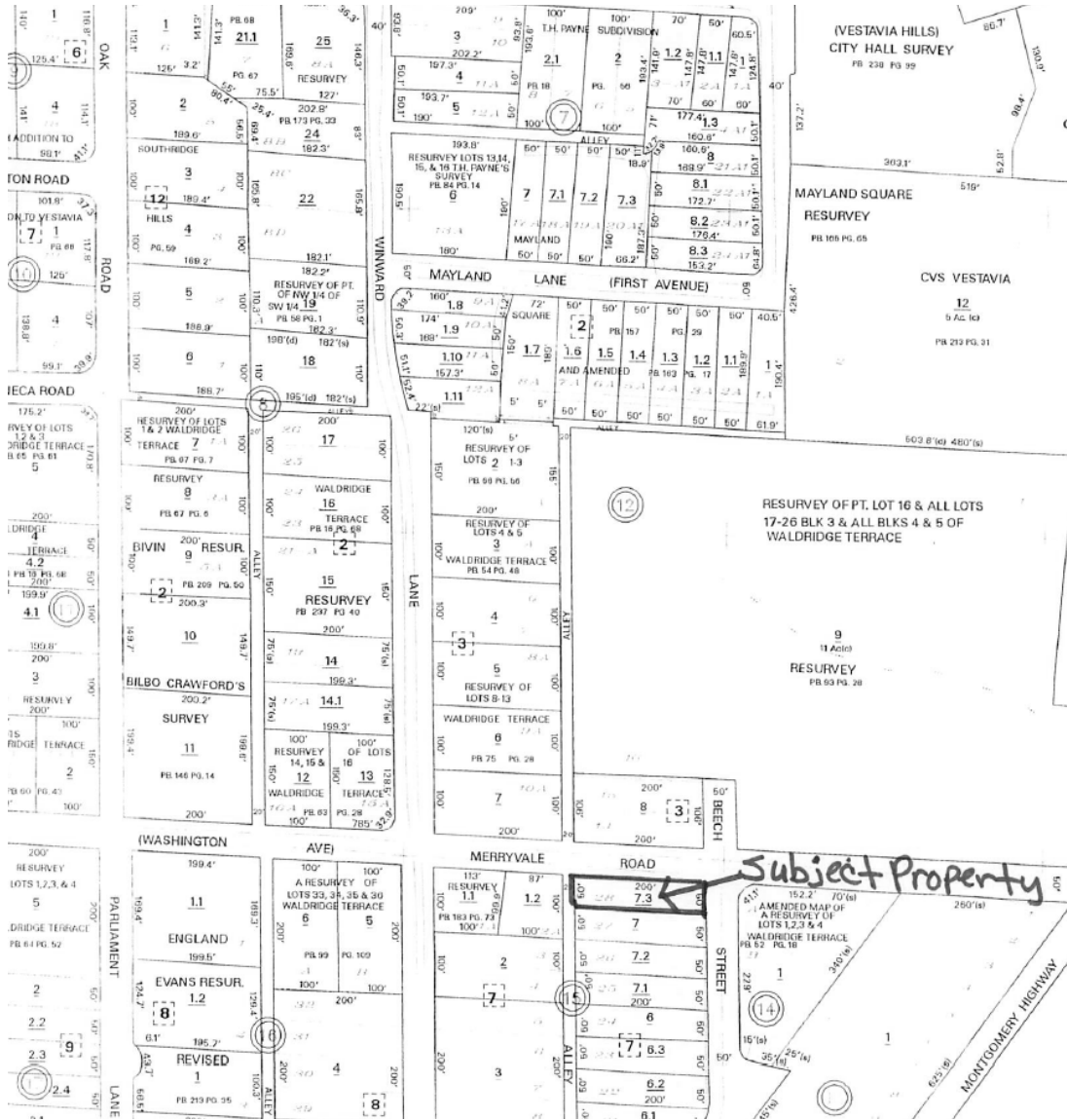
Rebecca Leavings  
City Clerk

**CERTIFICATION:**

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2806 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 26<sup>th</sup> day of November, 2018, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Rebecca Leavings  
City Clerk



**CITY OF VESTAVIA HILLS**  
**SYNOPSIS AND STAFF RECOMMENDATION CONCERNING**  
**APPLICATION BEFORE THE PLANNING AND ZONING COMMISSION**

Date: **OCTOBER 11, 2018**

- **CASE:** P-1018-36
- **REQUESTED ACTION:** Rezoning From Vestavia Hills R-7 (Duplex/Triplex) to Vestavia Hills R-9 (Single Family)
- **ADDRESS/LOCATION:** 1200 Vestavia Place
- **APPLICANT/OWNER:** Smith Corretti, LLC
- **GENERAL DISCUSSION:** Applicant is seeking to rezone 1200 Vestavia Place from R-7 to R-4 so that the applicant may build a single family home in lieu of a duplex/triplex. Vestavia Place was originally planned as duplex development in 1984. Four years later the three adjacent parcels next to the subject parcel were rezoned to R-2 for single family development, orphaning the subject parcel. The subject parcel has the neither the required lot width nor square footage for R-2 zoning, thus requiring the change to R-9. The proposed site plan is attached with the setbacks listed as 37.9' for the frontage along Vestavia Place, 7.5' for the frontage along Marydale Rd., a 7.5' side setback and a 93' rear setback.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is consistent with the Comprehensive Plan for Neighborhood/Village Center.
- **STAFF REVIEW AND RECOMMENDATION:**
  1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

**City Planner Recommendation:** No recommendation.
  2. **City Engineer Review:** No problems noted.
  3. **City Fire Marshal Review:** No problems notes.
  4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

**MOTION** Mr. Gilchrist made a motion to recommend rezoning for 1200 Vestavia Place from Vestavia Hills R-7 (Duplex/Triplex) to Vestavia Hills R-9 (Single Family). Second was by Mr. Romeo. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes

Mr. Gilchrist – yes

Mr. Romeo – yes

Mr. House – yes

Motion carried.

Mr. Sykes – yes

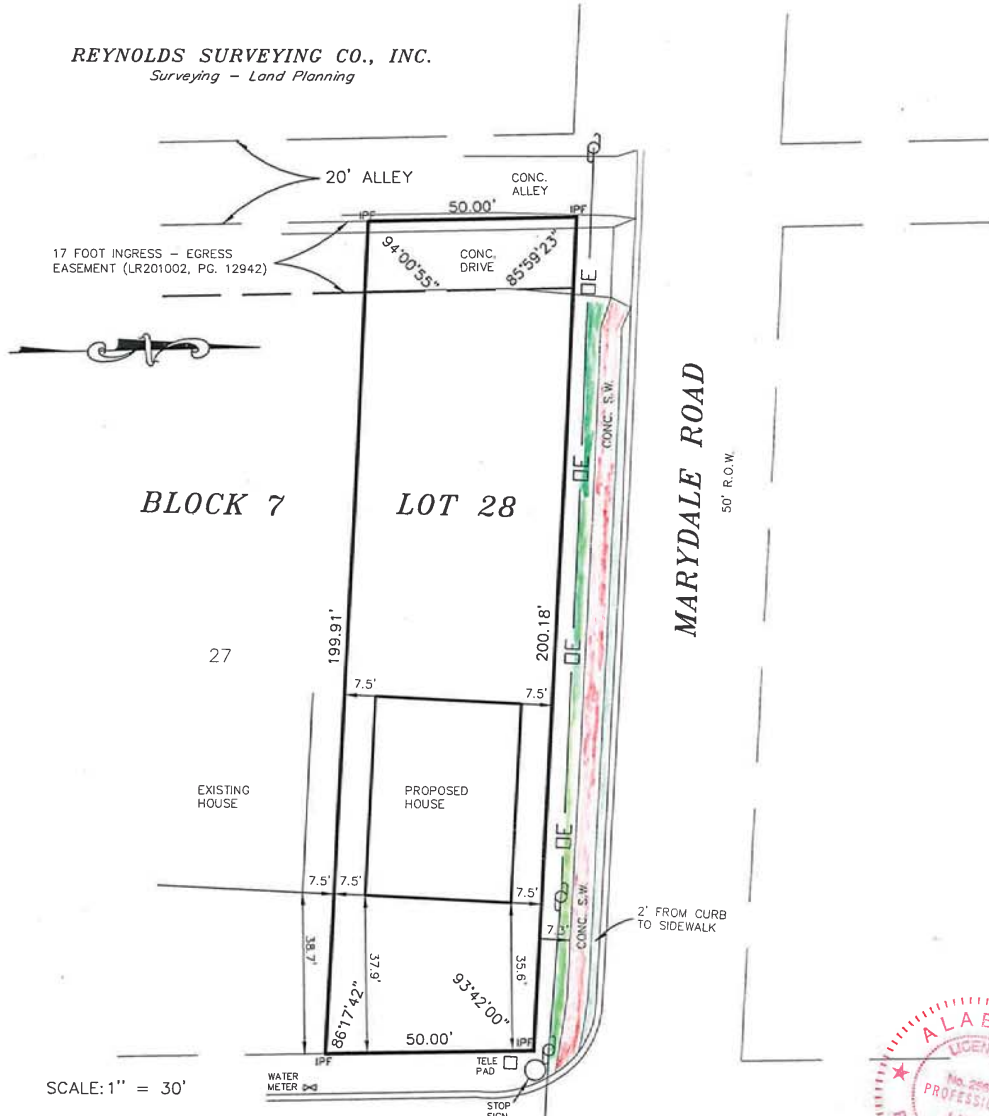
Ms. Cobb – yes

Mr. Larson – yes

Mrs. Barnes – yes



REYNOLDS SURVEYING CO., INC.  
 Surveying - Land Planning



BLOCK 7 LOT 28

MARYDALE ROAD  
 50' R.O.W.

SCALE: 1" = 30'

- LEGEND
- UTILITY POLE
- GUY WIRE
- RETAINING WALL
- CONCRETE
- FENCE
- OE - OVERHEAD ELECTRICAL
- IPF - IRON PIN FOUND
- IPS - IRON PIN SET

VESTAVIA PLACE

50' R.O.W.

STATE OF ALABAMA  
 JEFFERSON COUNTY

"LOT SURVEY"



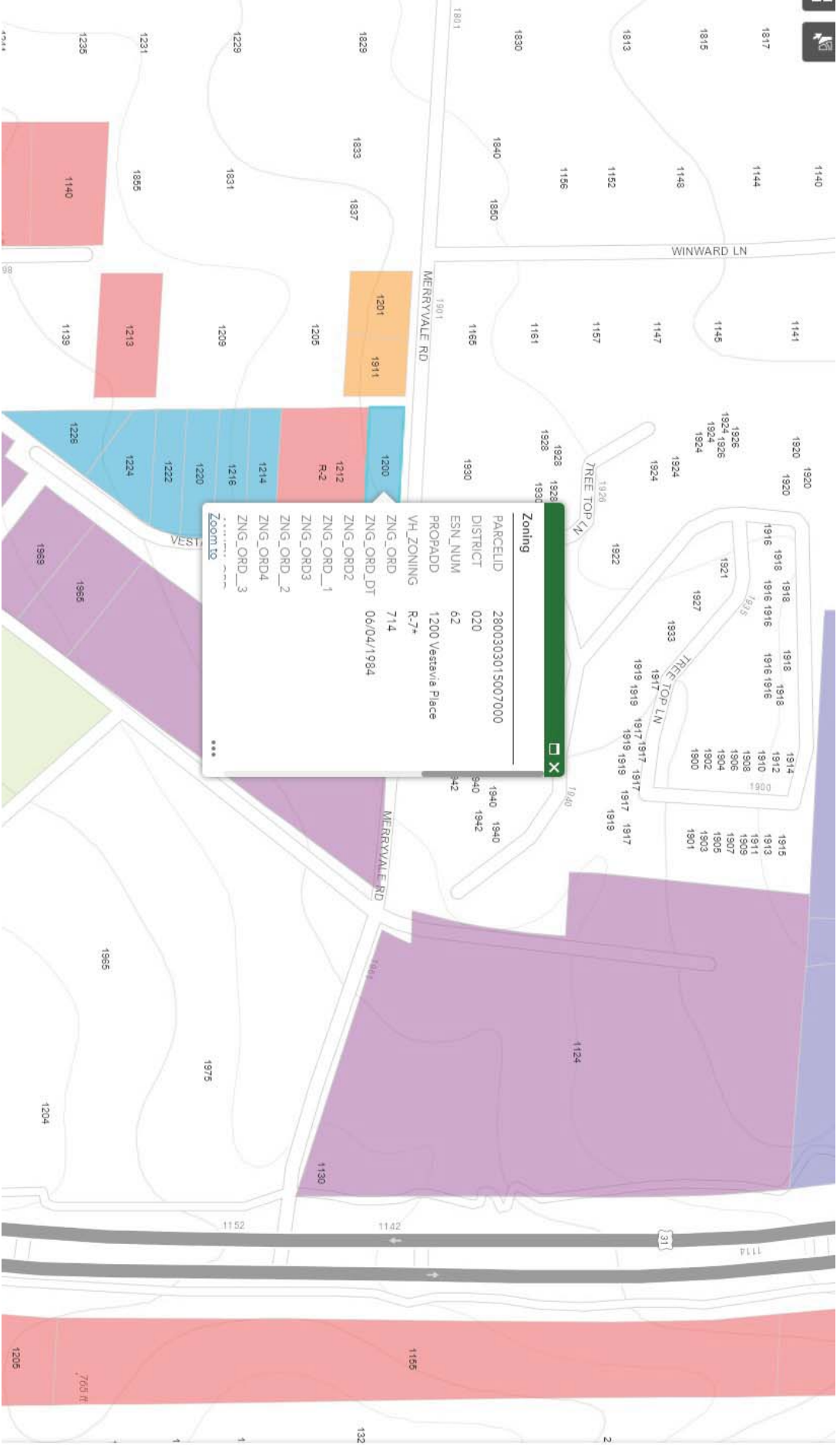
I, Robert Reynolds, a Registered Surveyor, do here by state that this is a true and correct plat or map of Lot 28, Block 7, of WALDRIDGE TERRACE, as recorded in Map Book 16, Page 68 in the Office of the Judge Of Probate in Jefferson County, Alabama. All parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice of Surveying in the State of Alabama to the best of my knowledge, information and belief. The improvements on said premises are as shown. There are no visible encroachments on over or across said lands except as shown. According to my survey this the 9th day of August, 2018.

NOTE: This survey is not transferable to any additional institutions or subsequent owners.

Owner: Corretti  
 Address: 1200 Vestavia Place

*Robert Reynolds*  
 Reg. No. 25657

B119/21

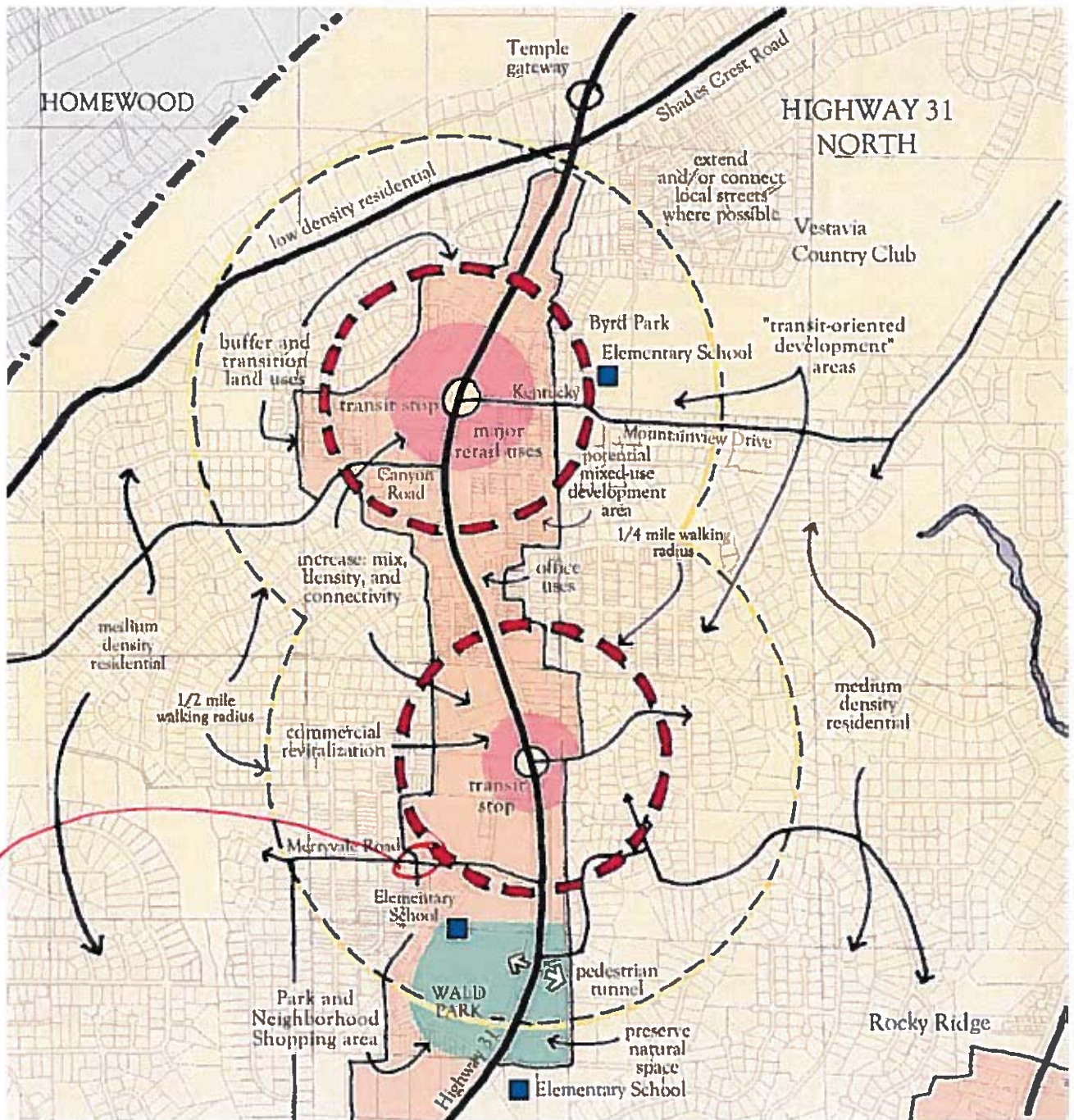


**Zoning**

PARCELID	2800303015007000
DISTRICT	020
ESN_NUM	62
PROPADD	1200 Vestavia Place
VH_ZONING	R-7+
ZNG_ORD	714
ZNG_ORD_DT	06/04/1984
ZNG_ORD2	
ZNG_ORD_1	
ZNG_ORD3	
ZNG_ORD_2	
ZNG_ORD4	
ZNG_ORD_3	

Zoom In





Subject Parcel

Figure 17: Highway 31 North  
Land Use Analysis

- Neighborhood - primarily low / medium density single-family residential areas with higher densities near village centers. Other uses may include schools, places of worship, recreational areas, and open space.
- Village Center - mixed use centers with highest densities in core areas. Mix of uses should include retail and service businesses, professional offices, high density residential areas, institutions, recreation areas, and public spaces.
- Commercial Core - primarily high density, retail and service business areas with professional offices and multi-family residences on upper floors or on periphery. Other uses may include institutions and public space.
- Gateways and Nodes - Gateways are entryways into the community or village enhanced with consistent signage, landscaping, and other elements. Nodes are sites, such as transit stops, where public spaces, signage, and other public design elements should be considered.
- Professional Offices - primarily professional office uses. Density should vary according to surroundings. Other uses may include retail and services (supporting offices and employees), places of worship, public spaces, and open space.
- Recreation and Open Space - public and private recreation facilities and preserved natural spaces. Recreation facilities may be active, passive or combined. Open spaces are areas preserved in a natural state and may include passive recreational uses.
- Trailheads - Trailheads are public sites along a trail, where bike racks, seating, parking, and public amenities are provided for trail users.
- Schools - School facilities administered by the Vestavia Hills School System.



**ORDINANCE NUMBER 2807**

**AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO APPROVE THE SECOND AMENDMENT TO PATCHWORK FARM PLANNED UNIT DEVELOPMENT ZONING APPLICATION AND DEVELOPMENT PLAN DATED SEPTEMBER 6, 2018, TO INCREASE THE NUMBER OF ATTACHED DWELLING UNITS WITHIN CERTAIN PROPERTY WITHIN THE PATCHWORK FARM PLANNED UNIT DEVELOPMENT AND TO REZONE FIVE SINGLE FAMILY RESIDENTIAL LOTS FROM VESTAVIA HILLS PUD (PLANNED UNIT DEVELOPMENT) TO VESTAVIA HILLS R-1 (LOW DENSITY RESIDENTIAL DISTRICT).**

**WHEREAS**, on February 23, 2009, the City Council of the City of Vestavia Hills, Alabama adopted and approved Ordinance Number 2253 to rezone 87 +/- acres known as Patchwork Farms pursuant to the Patchwork Farm Planned Unit Development Zoning Application Development Plan dated December 3, 2008 (revised 2/26/09) (the “Patchwork Farms PUD Plan”); and

**WHEREAS**, on September 14, 2014, the City Council adopted and approved Ordinance Number 2532 to adopt the First Amendment to the Patchwork Farms Planned Unit Development Plan dated July 10, 2014; and

**WHEREAS**, various owners of property subject to the Patchwork Farms PUD Plan have filed a Second Amendment to the Patchwork Farms PUD Plan dated September 6, 2018 (the “Second Amendment”) requesting, but not limited to, the following:

- As a result of a property owner’s desire to construct thirty attached residential units on property described as Lots 5A and 5C, Patchwork Farms Lot 5 Resurvey Final Plat “Christopher Property”, as recorded in Map Book 241, Page 37, Probate Office of Jefferson County, Alabama, the maximum attached residential units density under the Patchwork Farms PUD Plan will require a 30-unit increase; and
- The owners of properties described as Lots 1, 2, 3, 4 and 5, Survey of Thuss Farms Resurvey #1 as recorded in Map Book 236, Page 85, Probate Office of Jefferson County, Alabama, desire to remove their five single-family detached lots from the Patchwork Farms PUD and rezone those parcels to Vestavia Hills R-1 (low density residential district).

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Second Amendment, a copy of which is marked as Exhibit B, attached to and incorporated into this Resolution, be, and hereby is approved by the City Council of the City of Vestavia Hills, Alabama.

**BE IT FURTHER ORDAINED** by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended, be further amended so as to allow the following described real property (which is subject to the Patchwork Farms PUD Plan) to construct thirty (30) additional single family attached units:

Lots 5A and 5C, Patchwork Farms Lot 5 Resurvey Final Plat "Christopher Property"  
Christopher, LLC, owner(s); and

**BE IT FURTHER ORDAINED**, by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended, be further amended so as to change the class of district zoning of the following described property from Vestavia Hills PUD (planned unit development) PR-1 to Vestavia Hills R-1 (low density residential district) with said five lots hereby removed from the Patchwork Farms PUD, pursuant to Exhibit A, attached;

Lot 1, 2, 3, 4 and 5, Survey of Thuss Farms Resurvey #1  
Jeff and Christina Maze, ET AL

**APPROVED and ADOPTED** this the 26<sup>th</sup> day of November 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**CERTIFICATION:**

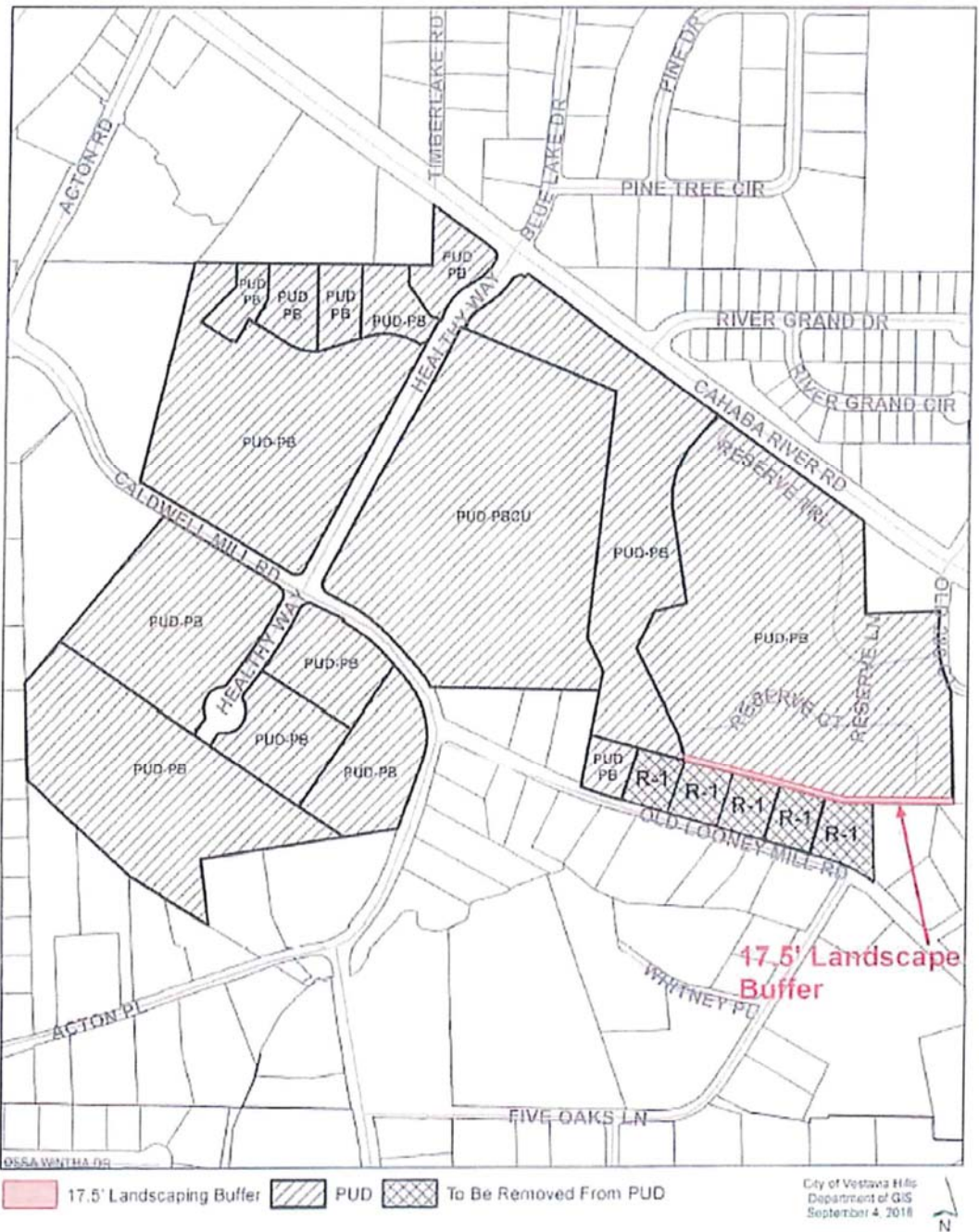
I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance #2807 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 26<sup>th</sup> day of November 2018 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_ day of \_\_\_\_\_, 2018.

Rebecca Leavings  
City Clerk

Exhibit A

2nd Amendment to Patchwork Farms PUD



**CITY OF VESTAVIA HILLS**  
**SYNOPSIS AND STAFF RECOMMENDATION CONCERNING**  
**APPLICATION BEFORE THE PLANNING AND ZONING COMMISSION**

Date: **OCTOBER 11, 2018**

- **CASE:** P-0818-34
- **REQUESTED ACTION:** 2<sup>nd</sup> Amendment To The Patchwork Farms PUD
- **ADDRESS/LOCATION:** Patchwork Farms, Healthy Way, Caldwell Mill Rd., Old Looney Mill Rd.
- **APPLICANT/OWNER:** City of Vestavia Hills
- **REPRESENTING AGENT:** Christopher Architects
- **GENERAL DISCUSSION:** The request is to amend the Patchwork Farms in two ways.

The first change is to remove the existing five single family lots along Old Looney Mill Rd. This will make the number of detached units in the PUD zero. The excised lots would then lose the PR-1 zoning and be rezoned to R-1. This change is required due a resolution of a legal action between home owners and City/developers.

The second change will increase the maximum density of attached residential units located in the PB district from 270 to 305 with the 30 units to be located on Lots 5A and 5C. Developer Chris Reebels is proposing 30 condo units on three floors above first floor retail (four total stories) with an attached parking garage on lot 5C. The retail/condos/parking would join a hotel on Lot 5A through a raised, covered pedestrian bridge. Attached units are already a permitted use in a PB district so the motion and vote will only be to increase density. The hotel is already a permitted use in a PB district and may be used for discussion/context purposes but does not require a vote by the Commission. Attached units are also

City Council started this process with Resolution 5090 September 10, 2018. That documents, as well as, renderings of the hotel and condo units are attached.

- **PATCHWORK FARMS PUD:** This request is consistent with the PUD for business.
- **STAFF REVIEW AND RECOMMENDATION:**



1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

**City Planner Recommendation:** No recommendation

2. **City Engineer Review:** No problems noted.
3. **City Fire Marshal Review:** No problems noted
4. **Building Safety Review:** No problems noted

**MOTION** Mr. Gilchrist made a motion to recommend approval for “Part A” of the 2nd Amendment To The Patchwork Farms PUD. Second was by Mr. Romeo. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes	Mr. Sykes – yes
Mr. Gilchrist – yes	Ms. Cobb – yes
Mr. Romeo – yes	Mr. Larson – yes
Mr. House – yes	Mrs. Barnes – yes

Motion carried.

**MOTION** Mr. Gilchrist made a motion to recommend approval for “Part B” of the 2nd Amendment To The Patchwork Farms PUD. Second was by Mr. House. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes	Mr. Sykes – yes
Mr. Gilchrist – yes	Ms. Cobb – yes
Mr. Romeo – yes	Mr. Larson – yes
Mr. House – yes	Mrs. Barnes – yes

Motion carried.

**RESOLUTION NUMBER 5090**

**A RESOLUTION TO INITIATE THE SECOND AMENDMENT TO  
THE PATCHWORK PUD**

**WITNESSETH THESE RECITALS**

**WHEREAS**, on February 23, 2009, the City Council of the City of Vestavia Hills, Alabama, adopted and approved Ordinance Number 2253 to rezone the property formerly known as Patchwork Farms consisting of 87 +/- acres from various zoning classifications to Planned Unit Development pursuant to a PUD plan submitted by the City of Vestavia Hills and the City of Vestavia Hills Board of Education as owners; and

**WHEREAS**, on September 22, 2014, the City Council adopted and approved Ordinance Number 2532 to adopt the First Amendment to the Patchwork Farm Planned Unit Development in order to change the classifications of 22 +/- acres owned by the Board of Education and to increase the maximum attached residency to be located within any PB district from 100 units to 270 units; and

**WHEREAS**, applications have been filed by various property owners which warrants a Second Amendment to the Patchwork Farms Planned Unit Development including, but not limited to the following;

- Reducing the PUD detached single-family density from 5 units to zero, rezoning the existing five (5) single-family units from Vestavia Hills PR-1 to Vestavia Hills R-1 and withdrawing said units from the Patchwork Farms Planned Unit Development; and
- Increasing the maximum density of attached residential units located within the PB districts from 270 to 305 with the additional 30 units to be located on Lot 5A and/or Lot 5C, according to the Survey of the Patchwork Farms Resurvey of Lot 5, recorded in MB 241, MP 37 in the Office of the Judge of Probate, Jefferson County, Alabama, and

**WHEREAS**, the Mayor and City Council agree it would be in the best public interest to initiate the Second Amendment to the Patchwork Farms Planned Unit Development (“the Amendment”), a copy of which is marked as Exhibit A, attached to and incorporated into this Resolution Number 5090 as though written fully therein; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF  
THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:**

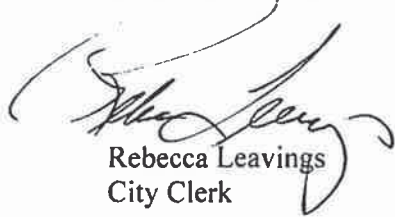
1. That the City Clerk initiate the process for the Amendment pursuant to the Vestavia Hills Zoning Code.

**APPROVED and ADOPTED** this the 10<sup>th</sup> day of September, 2018.



Rusty Weaver  
Mayor Pro-Tem

ATTESTED BY:



Rebecca Leavings  
City Clerk

**SECOND AMENDMENT TO PATCHWORK FARM PLANNED UNIT  
DEVELOPMENT ZONING APPLICATION AND DEVELOPMENT PLAN**

THIS SECOND AMENDMENT TO PATCHWORK FARM PLANNED UNIT DEVELOPMENT ZONING APPLICATION AND DEVELOPMENT PLAN (this "Amendment") is dated as of the 6<sup>th</sup> day of September, 2018 and is submitted by CITY OF VESTAVIA HILLS, ALABAMA, an Alabama municipal corporation ("Developer"), DANIEL/RIME PATCHWORK FARMS, LLC, a Delaware limited liability company ("Daniel/Rime"), PATCHWORK FARM COMMERCIAL ASSOCIATION, INC., an Alabama nonprofit corporation (the "Association"), CHRISTOPHER, LLC, an Alabama limited liability company ("Christopher"), CLARENCE CHAPIN, an unmarried man ("Chapin"), and those certain owners (collectively, the "Thuss Farms Property Owners") whose signatures are attached to this Amendment.

**R E C I T A L S :**

Developer has heretofore submitted certain real properties situated in the City of Vestavia Hills, Jefferson County, Alabama to the terms and provisions of the Patchwork Farm Planned Unit Development Zoning Application and Development Plan dated December 3, 2008, as revised on February 26, 2009 and approved by the City of Vestavia Hills, Alabama (the "City") as Ordinance No. 2253, as amended by First Amendment thereto dated July 10, 2014 and approved by the City as Ordinance No. 2532 (collectively, the "PUD Plan"). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the PUD Plan.*

Daniel/Rime is the owner of that certain real property ("Lot 3") which is more particularly described in Exhibit A-1 attached hereto and incorporated herein by reference. Lot 3 is subject to the terms and provisions of the PUD Plan.

The Thuss Farms Property Owners are the owners of that certain real property (collectively, the "Thuss Farms Property") described in Exhibit A-2 attached hereto and incorporated herein by reference. The Thuss Farms Property is currently subject to the PUD Plan.

Chapin is the owner of that certain real property (the "Chapin Property") which is more particularly described in Exhibit A-3 attached hereto and incorporated herein by reference. The Chapin Property is not subject to the PUD Plan.

The Thuss Farms Property and the Chapin Property are adjacent to and abut Lot 3.

The Thuss Farms Property Owners desire to have their respective properties removed from the terms and provisions of the PUD Plan and contemporaneously herewith, have filed with the City a rezoning request to rezone the Thuss Farms Property under the "R-1" zoning classification of the Zoning Ordinance.

Christopher is the owner of that certain real property (the "Christopher Property") which is more particularly described in Exhibit A-4 attached hereto and incorporated herein by reference. The Christopher Property is subject to the PUD Plan and is zoned Planned Business (PB) under the PUD Plan.

The parties hereto desire to amend the PUD Plan in order to (a) remove the Thuss Farms Property from the terms and provisions of the PUD Plan, (b) establish specific rear setback requirements and landscaping buffer requirements which are applicable to Lot 3 and (c) add, for the sole benefit of the Christopher Property, the right to add thirty (30) attached, for-sale condominium units to the PUD Plan to be developed as part of a boutique hotel and mixed use development within the Christopher Property.

The Association is the property owners' association created for all of the Property (other than the Thuss Farms Property) subject to the PUD Plan and has agreed to enter into this Amendment to confirm its obligations to maintain that certain real property ("Lot 3C") which is more particularly described in Exhibit A-5 attached hereto and incorporated herein by reference as part of the Nature Park Parcel.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PUD Plan is amended as follows:

1. Exhibit B-1. Exhibit B-1 to the PUD Plan is deleted in its entirety and Exhibit B-1-1 attached to this Amendment is substituted in lieu thereof.

2. Removal of Thuss Farms Property from PUD Plan. All of the Thuss Farms Property is hereby removed from, and shall no longer be subject to, any of the terms and provisions of the PUD Plan. Contemporaneously herewith, the Thuss Farms Property Owners have filed with the City a rezoning request to rezone all of the Thuss Farms Property to an "R-1" zoning classification under the Zoning Ordinance.

3. Setback/Yards Applicable to Lot 3. Paragraph 2 of Exhibit E-1 of the PUD Plan is amended as follows:

"Notwithstanding anything provided to the contrary in the PUD Plan, the Zoning Ordinance, or any other documents, instruments or agreements, including, without limitation, any subdivisions plats applicable to Lot 3 (collectively, the "Governmental Filings"), with respect to Lot 3 only, there is no minimum setback requirement for any portions of Lot 3 which abut and are directly adjacent to any portions of the Thuss Farms Property and the Chapin Property, subject to the following:

(a) All existing improvements situated on Lot 3, including, specifically, all garages, walkways, and pavement (collectively, the "Existing Improvements"), which are currently situated within 35 feet of the common boundary of Lot 3 and the Thuss Farms Property and/or the Chapin Property, are hereby approved and the same may, from time to time and at any time, be torn-down, restored and otherwise re-built in the same locations as the same currently exist.

(b) Except for the Existing Improvements ( as the same may be torn down, restored or rebuilt as provided above), no additional buildings or other structures shall be constructed, erected, operated or maintained within 35 feet of

the common boundary of Lot 3 and the Thuss Farm Property and/or the Chapin Property.

(c) The parties hereto acknowledge and agree that the improvements, including the Existing Improvements, constructed on Lot 3 are hereby approved and are in compliance with all of the terms and provisions of the Zoning Ordinance and the PUD Plan, as amended by this Amendment.”

4. Greenbelt Requirements. Paragraph 8 of Exhibit E-1 of the PUD Plan is amended by adding the following thereto:

“Subject to the remaining terms of this Paragraph 8, the existing 17.5 foot wide landscaping buffer along the rear of Lot 3 adjacent to and abutting the Thuss Farms Property and the Chapin Property is hereby approved and the parties hereto confirm that the same satisfies all of the terms and provisions of Paragraph 8 of Exhibit E-1 of the PUD Plan and the Zoning Ordinance. Notwithstanding anything provided herein to the contrary, Daniel/Rime has agreed to construct and install certain additional landscaping behind the Compere Property, as defined in Exhibit A-2 hereto, and the Chapin Property pursuant to the terms and provisions of a separate agreement between said parties.”

5. PUD Exhibit G-1. PUD Exhibit G-1 attached to the PUD Plan is deleted in its entirety.

6. Affirmation of Setback and Landscaping Requirements. The parties hereto do hereby acknowledge, affirm and agree that, notwithstanding anything provided to the contrary in any of the Governmental Filings with respect to Lot 3, the setback requirements and the greenbelt requirements specified in this Amendment shall supersede anything provided to the contrary in any of the Governmental Filings and shall be binding upon all of the parties hereto, including their respective heirs, personal representatives, successors and assigns.

7. Confirmation of Maintenance Obligation. The Association does hereby confirm that Lot 3C is part of the Nature Park Parcel and does further agree to maintain said Lot 3C in good condition and repair in substantially the same manner as it maintains the remainder of the Nature Park Parcel.

8. Uses Allowed in Planned Business Districts. Paragraph 1(b) of Exhibit E-1 of the PUD Plan is amended as follows:

(a) The first sentence of Paragraph 1(b) of Exhibit E-1 of the PUD Plan is amended by adding the phrase “Subject to the provisions of Paragraph 1(d) below,”.

(b) The second “Paragraph 1(b)” of Exhibit E-1 of the PUD Plan is hereby renumbered as “Paragraph 1(c)”.

(c) The following is added as Paragraph 1(d) of Exhibit E-1 of the PUD Plan:

“(d) Notwithstanding anything provided to the contrary in Paragraph 1(a) above, the Christopher Property may be developed with up to thirty (30) attached, for-sale condominium units which must be developed and constitute a part of a boutique hotel and the mixed-use development planned for the Christopher Property.”

9. Full Force and Effect. Except as expressly modified and amended herein, all of the terms and provisions of the PUD Plan shall remain in full force and effect and are hereby ratified, confirmed and approved.

*[The remainder of this page has been intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

DEVELOPER:

CITY OF VESTAVIA HILLS, ALABAMA, an Alabama municipal corporation

By: Ashley C. Curry  
Printed Name: Ashley C. Curry  
Title: Mayor

By: Jeffrey Downes  
Printed Name: Jeffrey Downes  
Title: City Manager

DANIEL/RIME:

DANIEL/RIME PATCHWORK FARMS, LLC, a Delaware limited liability company

By: RIME, INC., an Alabama corporation, Its Manager

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSOCIATION:

PATCHWORK FARM COMMERCIAL ASSOCIATION, INC., an Alabama nonprofit corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_



IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

DEVELOPER:

CITY OF VESTAVIA HILLS, ALABAMA, an Alabama municipal corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DANIEL/RIME:

DANIEL/RIME PATCHWORK FARMS, LLC, a Delaware limited liability company

By: RIME, INC., an Alabama corporation, Its Manager

By:   
Printed Name: LAWRENCE S. NICKLES  
Title: SECT. TREAS.

ASSOCIATION:

PATCHWORK FARM COMMERCIAL ASSOCIATION, INC., an Alabama nonprofit corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

**DEVELOPER:**

**CITY OF VESTAVIA HILLS, ALABAMA, an Alabama municipal corporation**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DANIEL/RIME:**

**DANIEL/RIME PATCHWORK FARMS, LLC, a Delaware limited liability company**

By: RIME, INC., an Alabama corporation, Its Manager

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSOCIATION:**

**PATCHWORK FARM COMMERCIAL ASSOCIATION, INC., an Alabama nonprofit corporation**



By: \_\_\_\_\_  
Printed Name: Chris Reebals  
Title: Association President

**CHRISTOPHER:**

**CHRISTOPHER, LLC, an Alabama limited liability company**



By: \_\_\_\_\_  
Printed Name: Chris Reebals  
Title: Managing Member for Christopher, LLC

**CHAPIN:**

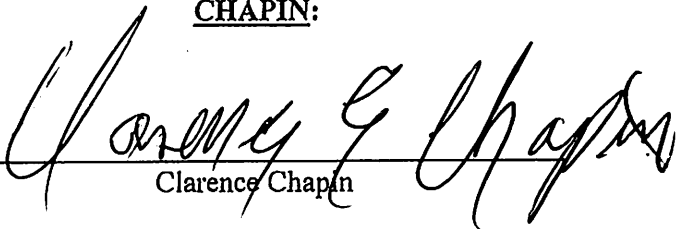
\_\_\_\_\_  
Clarence Chapin

CHRISTOPHER:

CHRISTOPHER, LLC, an Alabama limited liability company

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CHAPIN:


  
\_\_\_\_\_  
Clarence Chapin

THUSS FARMS PROPERTY OWNERS:



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Jeff Maze



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Christina Maze

*S. Collins Compere*

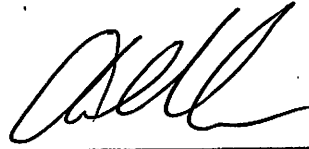
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Collins Compere

*Jennifer Compere*

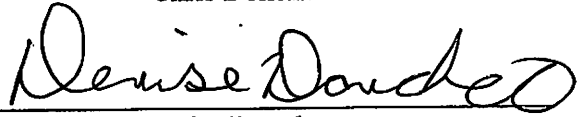
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Jennifer Compere



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Chris Donohoo



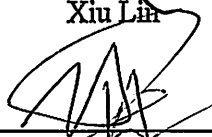
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Denise Donohoo



---

Xiu Lin



---

Yong Chen





Tyler Joseph Auton




Eliza Grawell Auton

CONSENT OF SCHOOL BOARD //

The undersigned, Vestavia Hills Board of Education, joins in the execution of this Amendment and does hereby approve the foregoing Amendment.

VESTAVIA HILLS BOARD OF EDUCATION

By:   
Printed Name: Dr. Michael Todd Freeman  
Title: Superintendent

**Exhibit A-1**

**Legal Description of Lot 3**

**Lot 3B, according to the Resurvey of Patchwork Farms Lot 3 Resurvey Final Plat, as recorded in Map Book 239, Page 90 in the Probate Office of Jefferson County, Alabama, Birmingham Division.**

**Exhibit A-2**

**Legal Description of Thuss Farms Property**

Maze:

Lot 5A, according to the Survey of Thuss Farms Resurvey #1, as recorded in Map Book 236, Page 85, in the Probate Office of Jefferson County, Alabama.

Comperc:

Lot 1A, according to the Survey of Thuss Farms Resurvey #1, as recorded in Map Book 236, Page 85, in the Probate Office of Jefferson County, Alabama.

Donohoo:

Lot 3A, according to the Survey of Thuss Farms Resurvey #1, as recorded in Map Book 236, Page 85, in the Probate Office of Jefferson County, Alabama.

Chen:

Lot 4A, according to the Survey of Thuss Farms Resurvey #1, as recorded in Map Book 236, Page 85, in the Probate Office of Jefferson County, Alabama.

Auton:

Lot 2A, according to the Survey of Thuss Farms Resurvey #1, as recorded in Map Book 236, Page 85, in the Probate Office of Jefferson County, Alabama.

**Exhibit A-3**

**Legal Description of Chapin Property**

**Lot 6, according to the survey of Old Looney Mill Estates, as recorded in Map Book 117, page 17, in the Probate Office of Jefferson County, Alabama.**

**Exhibit A-4**

**Legal Description of Christopher Property**

**Lots 5A and 5C, according to the Survey of the Patchwork Farms Resurvey of Lot 5 Final Plat, as recorded in Map Book 241, Page 37 in the Office of the Judge of Probate of Jefferson County, Alabama.**

**Exhibit A-5**

**Legal Description of Lot 3C**

Lot 3C, according to the Resurvey of Patchwork Farms Lot 3 Resurvey Final Plat, as recorded in Map Book 239, Page 90 in the Probate Office of Jefferson County, Alabama, Birmingham Division.

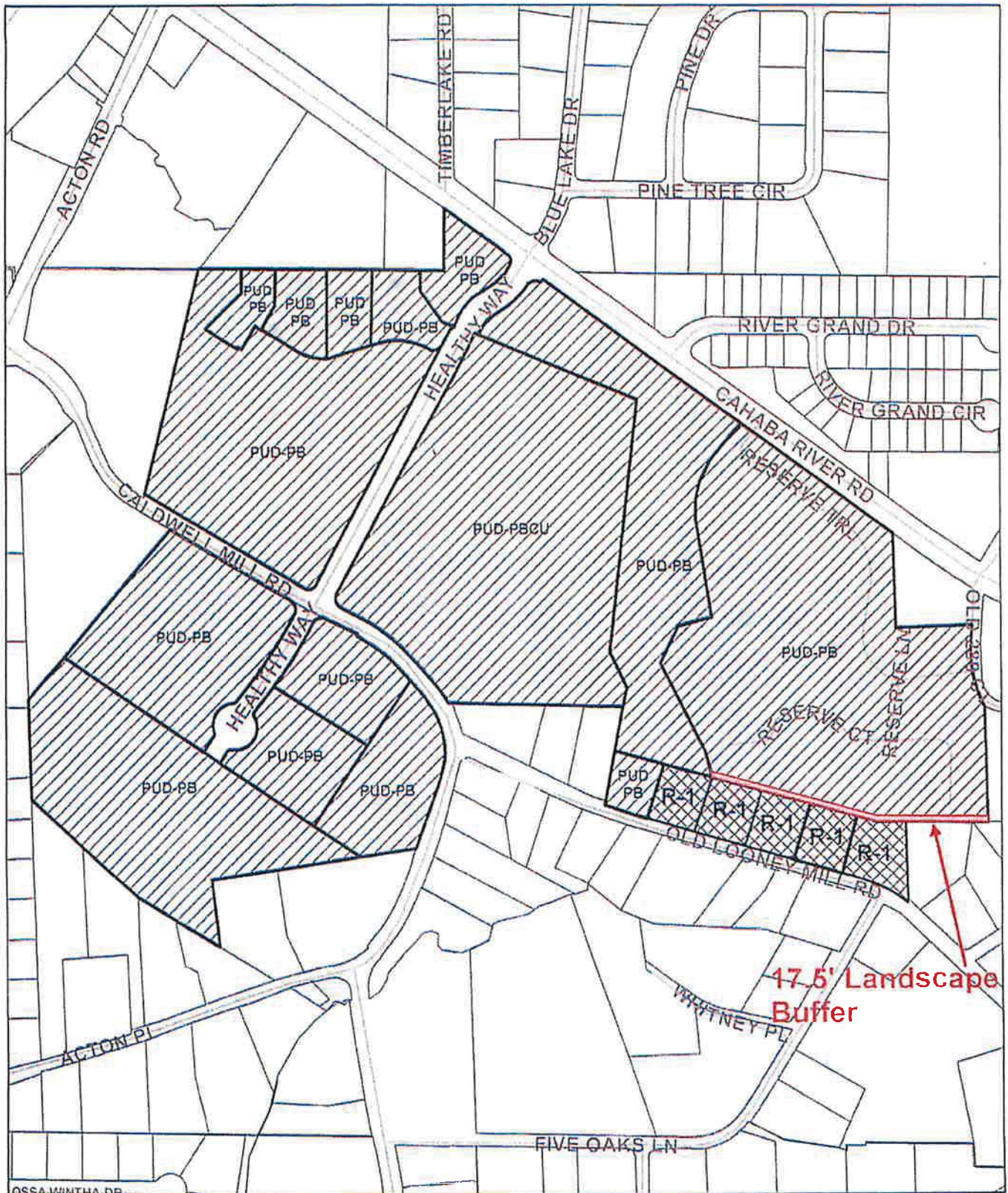
**Exhibit B-1-1**

**Zoning Plan**

**See Attached.**



# Exhibit B-1-1 2nd Amendment to Patchwork Farms PUD



17.5' Landscaping Buffer    PUD    To Be Removed From PUD

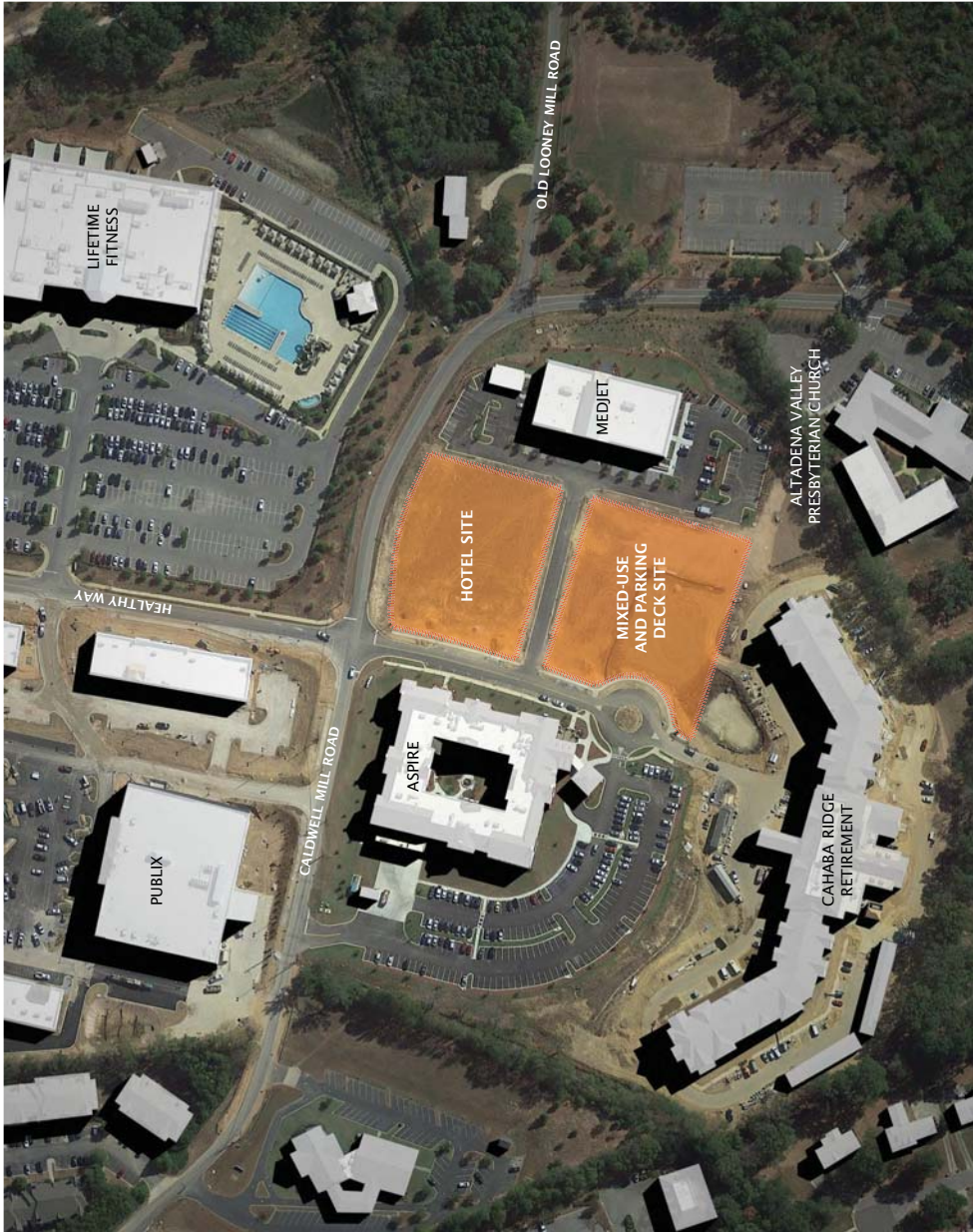
City of Vestalva Hills  
Department of GIS  
September 4, 2018



**Patchwork Hotel:**  
Proposed Concepts



CHRISTOPHER



**Patchwork Hotel | SITE STUDY**





**Patchwork Hotel** | Ground Floor Site



# Patchwork Hotel | Ground Floor Use Diagram

**HOTEL SQUARE FOOTAGE**  
 GROUND FLOOR - GSF 28,350 SF  
 SECOND FLOOR - GSF 28,285 SF  
 THIRD FLOOR - GSF 24,525 SF  
 FOURTH FLOOR - GSF 24,525 SF  
**TOTAL GROSS SQUARE FOOTAGE - 105,685 GSF**

**HOTEL AMENITIES**

FIRST FLOOR  
 COFFEESHOP 1,400 SF  
 LOBBY AND SUPPORT - 4,100 SF  
 RESTAURANT/CATERING - 5,080 SF  
 CONFERENCE CENTER - 10,882 SF  
 EXTERIOR AMENITIES  
 POOL SIZE - 2,400 SF  
 POOL PLAZA - SEATING, (5) GAZEBO'S, RESTROOMS - 6,500 SF  
 SECOND FLOOR  
 SPA - 2,850 SF  
 MAIN BALCONY - 2,580 SF

**HOTEL UNITS COUNT**

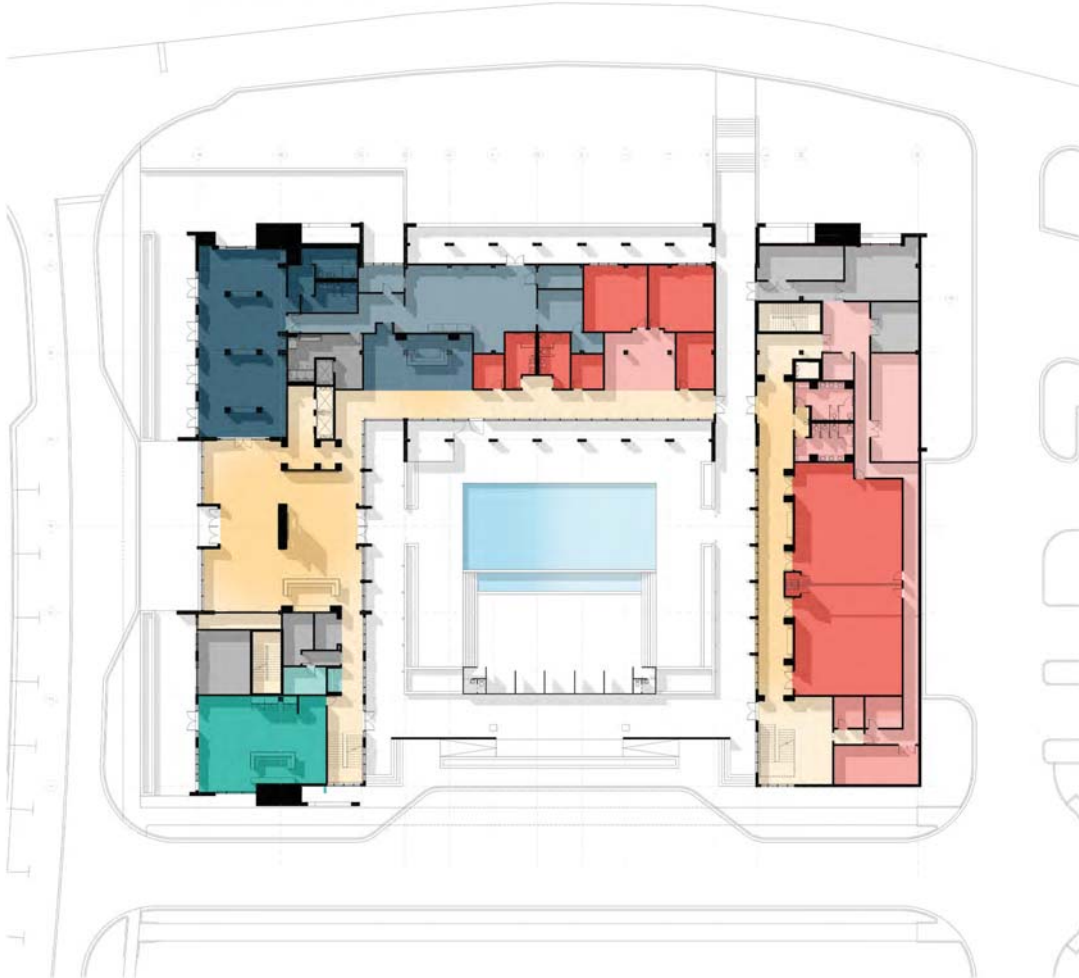
TYPICAL UNITS = +/- 400 SF  
 SUITE UNITS = 650 SF - 1,200 SF  
 GROUND FLOOR  
 NO UNITS PROVIDED  
 SECOND FLOOR  
 SINGLE/DOUBLE BED - 35 UNITS  
 SUITE - 3 UNITS  
 THIRD FLOOR  
 SINGLE/DOUBLE BED - 35 UNITS  
 SUITE - 4 UNITS  
 FOURTH FLOOR  
 SINGLE/DOUBLE BED - 35 UNITS  
 SUITE - 4 UNITS

**TOTAL UNITS**  
 TOTAL SINGLE/DOUBLE BED - 105 UNITS  
 TOTAL SUITE - 11 UNITS  
**TOTAL UNITS 116 UNITS**

**RETAIL/CONDOS - 16,250 SF FOOTPRINT**

FIRST FLOOR  
 RETAIL - 3,500 SF  
 OFFICE SPACE - 9,500 SF  
 SECOND FLOOR  
 (8) 2 BEDROOM UNITS - 1,150 SF EACH  
 (2) 3 BEDROOM UNITS - 1,400 SF EACH  
 THIRD FLOOR  
 (8) 2 BEDROOM UNITS - 1,150 SF EACH  
 (2) 3 BEDROOM UNITS - 1,400 SF EACH  
 FOURTH FLOOR  
 (8) 2 BEDROOM UNITS - 1,150 SF EACH  
 (2) 3 BEDROOM UNITS - 1,400 SF EACH  
**TOTAL UNITS**  
 (8) 2 BEDROOM UNITS  
 (6) 3 BEDROOM UNITS  
**30 TOTAL UNITS**

- RESTAURANT
- KITCHEN/CATERING
- COFFEE SHOP
- RETAIL SUPPORT
- CONFERENCE CENTER SPACE
- CONFERENCE CENTER SUPPORT
- CIRCULATION
- BUILDING SUPPORT



# Patchwork Hotel | Ground Floor Use Diagram

**HOTEL SQUARE FOOTAGE**  
 GROUND FLOOR - GSF 28,350 SF  
 SECOND FLOOR - GSF 28,265 SF  
 THIRD FLOOR - GSF 24,525 SF  
 FOURTH FLOOR - GSF 24,525 SF  
**TOTAL GROSS SQUARE FOOTAGE - 105,665 GSF**

**HOTEL AMENITIES**

FIRST FLOOR  
 COFFEESHOP 1,400 SF  
 LOBBY AND SUPPORT - 4,100 SF  
 RESTAURANT/CATERING - 5,080 SF  
 CONFERENCE CENTER - 10,682 SF  
 EXTERIOR AMENITIES  
 POOL SIZE - 2,400 SF  
 POOL PLAZA - SEATING, (5) GAZEBO, RESTROOMS - 6,500 SF  
 SECOND FLOOR  
 SPA - 2,950 SF  
 MAIN BALCONY - 2,580 SF

**HOTEL UNITS COUNT**

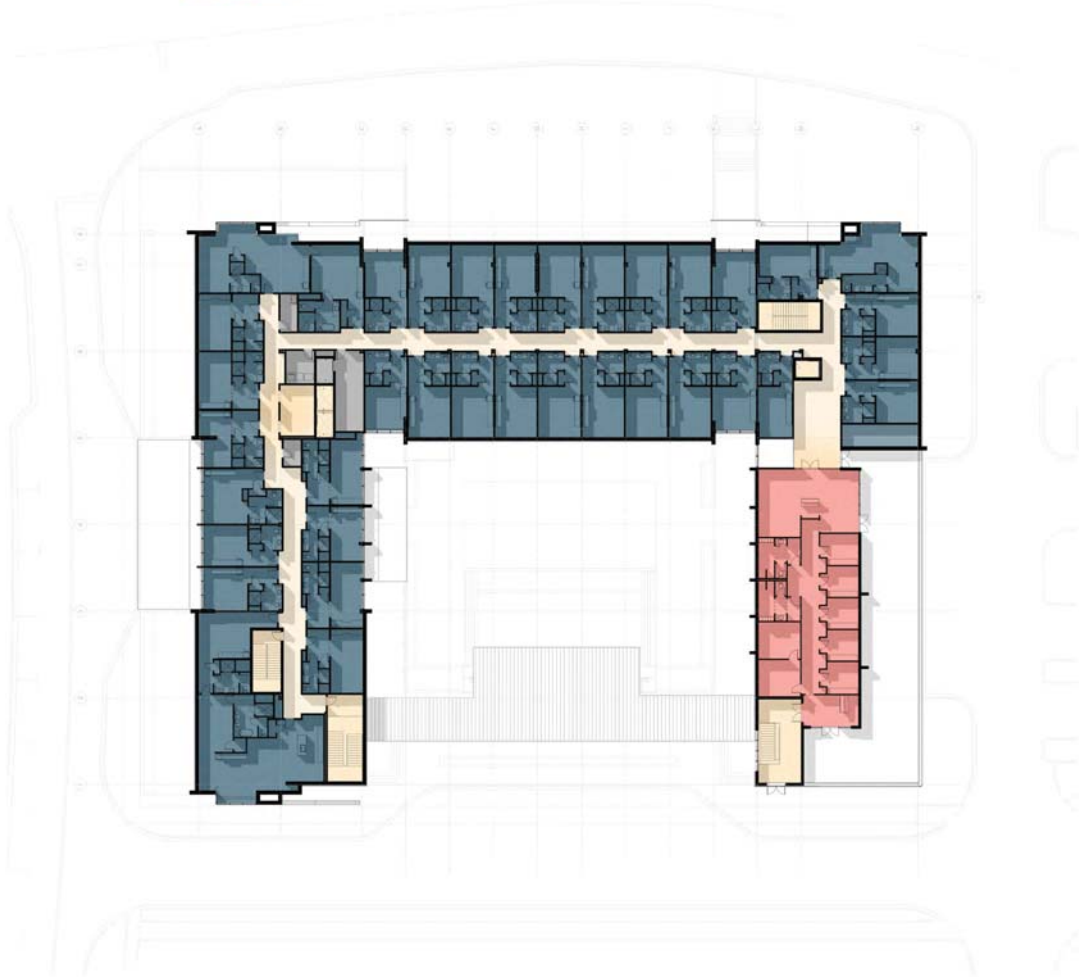
TYPICAL SUITE = +/- 400 SF  
 SUITE UNITS = 650 SF - 1,200 SF

GROUND FLOOR  
 NO UNITS PROVIDED  
 SECOND FLOOR  
 SINGLE/DOUBLE BED - 35 UNITS  
 SUITE - 3 UNITS  
 THIRD FLOOR  
 SINGLE/DOUBLE BED - 35 UNITS  
 SUITE - 4 UNITS  
 FOURTH FLOOR  
 SINGLE/DOUBLE BED - 35 UNITS  
 SUITE - 4 UNITS

**TOTAL UNITS**  
 TOTAL SINGLE/DOUBLE BED - 105 UNITS  
 TOTAL SUITE - 11 UNITS  
**TOTAL UNITS 116 UNITS**

**RETAIL/CONDOS - 16,250 SF FOOTPRINT**

FIRST FLOOR  
 RETAIL - 3,500 SF  
 OFFICE SPACE - 9,500 SF  
 SECOND FLOOR  
 (8) 2 BEDROOM UNITS - 1,150 SF EACH  
 (2) 3 BEDROOM UNITS - 1,400 SF EACH  
 THIRD FLOOR  
 (8) 2 BEDROOM UNITS - 1,150 SF EACH  
 (2) 3 BEDROOM UNITS - 1,400 SF EACH  
 FOURTH FLOOR  
 (8) 2 BEDROOM UNITS - 1,150 SF EACH  
 (2) 3 BEDROOM UNITS - 1,400 SF EACH  
**TOTAL UNITS**  
 (24) 2 BEDROOM UNITS  
 (6) 3 BEDROOM UNITS  
**30 TOTAL UNITS**



**Patchwork Hotel** | Third & Fourth Floor Use Diagram

**HOTEL SQUARE FOOTAGE**  
 GROUND FLOOR - GSF 28,350 SF  
 SECOND FLOOR - GSF 28,265 SF  
 THIRD FLOOR - GSF 24,525 SF  
 FOURTH FLOOR - GSF 24,525 SF  
**TOTAL GROSS SQUARE FOOTAGE - 105,665 GSF**

**HOTEL AMENITIES**

FIRST FLOOR  
 COFFEESHOP 1,400 SF  
 LOBBY AND SUPPORT - 4,100 SF  
 RESTAURANT/CATERING - 5,080 SF  
 CONFERENCE CENTER - 10,682 SF  
 EXTERIOR AMENITIES  
 POOL SIZE - 2,400 SF  
 POOL PLAZA - SEATING, (5) GAZEBO, RESTROOMS - 6,500 SF  
 SECOND FLOOR  
 SPA - 2,950 SF  
 MAIN BALCONY - 2,580 SF

**HOTEL UNITS COUNT**

TYPICAL UNITS = +/- 400 SF  
 SUITE UNITS = 650 SF - 1,200 SF

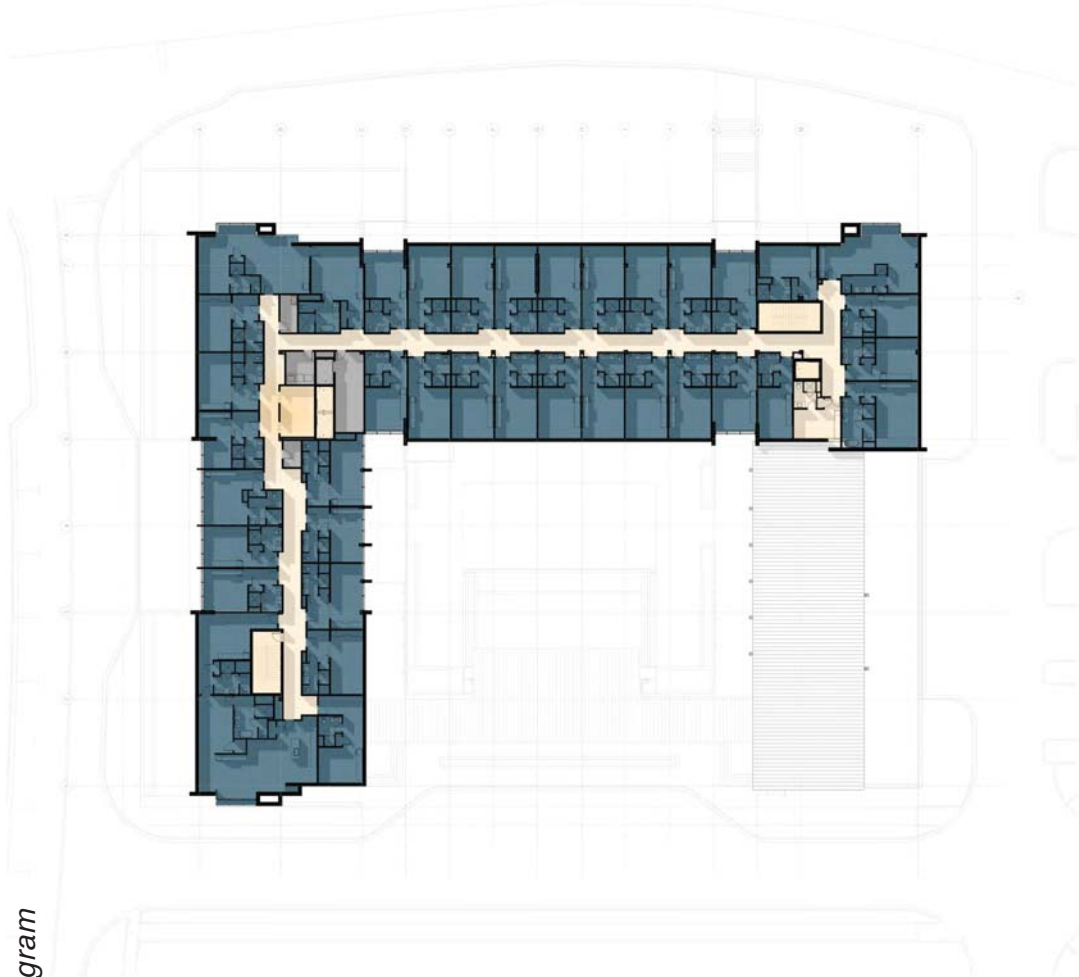
GROUND FLOOR  
 NO UNITS PROVIDED  
 SECOND FLOOR  
 SINGLE/DOUBLE BED - 35 UNITS  
 SUITE - 3 UNITS  
 THIRD FLOOR  
 SINGLE/DOUBLE BED - 35 UNITS  
 SUITE - 4 UNITS  
 FOURTH FLOOR  
 SINGLE/DOUBLE BED - 35 UNITS  
 SUITE - 4 UNITS

**TOTAL UNITS**  
 TOTAL SINGLE/DOUBLE BED - 105 UNITS  
 TOTAL SUITE - 11 UNITS  
**TOTAL UNITS 116 UNITS**

**RETAIL/CONDOS - 16,250 SF FOOTPRINT**

FIRST FLOOR  
 RETAIL - 3,500 SF  
 OFFICE SPACE - 9,500 SF  
 SECOND FLOOR  
 (8) 2 BEDROOM UNITS - 1,150 SF EACH  
 (2) 3 BEDROOM UNITS - 1,400 SF EACH  
 THIRD FLOOR  
 (8) 2 BEDROOM UNITS - 1,150 SF EACH  
 (2) 3 BEDROOM UNITS - 1,400 SF EACH  
 FOURTH FLOOR  
 (8) 2 BEDROOM UNITS - 1,150 SF EACH  
 (2) 3 BEDROOM UNITS - 1,400 SF EACH  
**TOTAL UNITS**  
 (24) 2 BEDROOM UNITS  
 (6) 3 BEDROOM UNITS  
**30 TOTAL UNITS**

HOTEL ROOMS  
 CIRCULATION  
 BUILDING SUPPORT



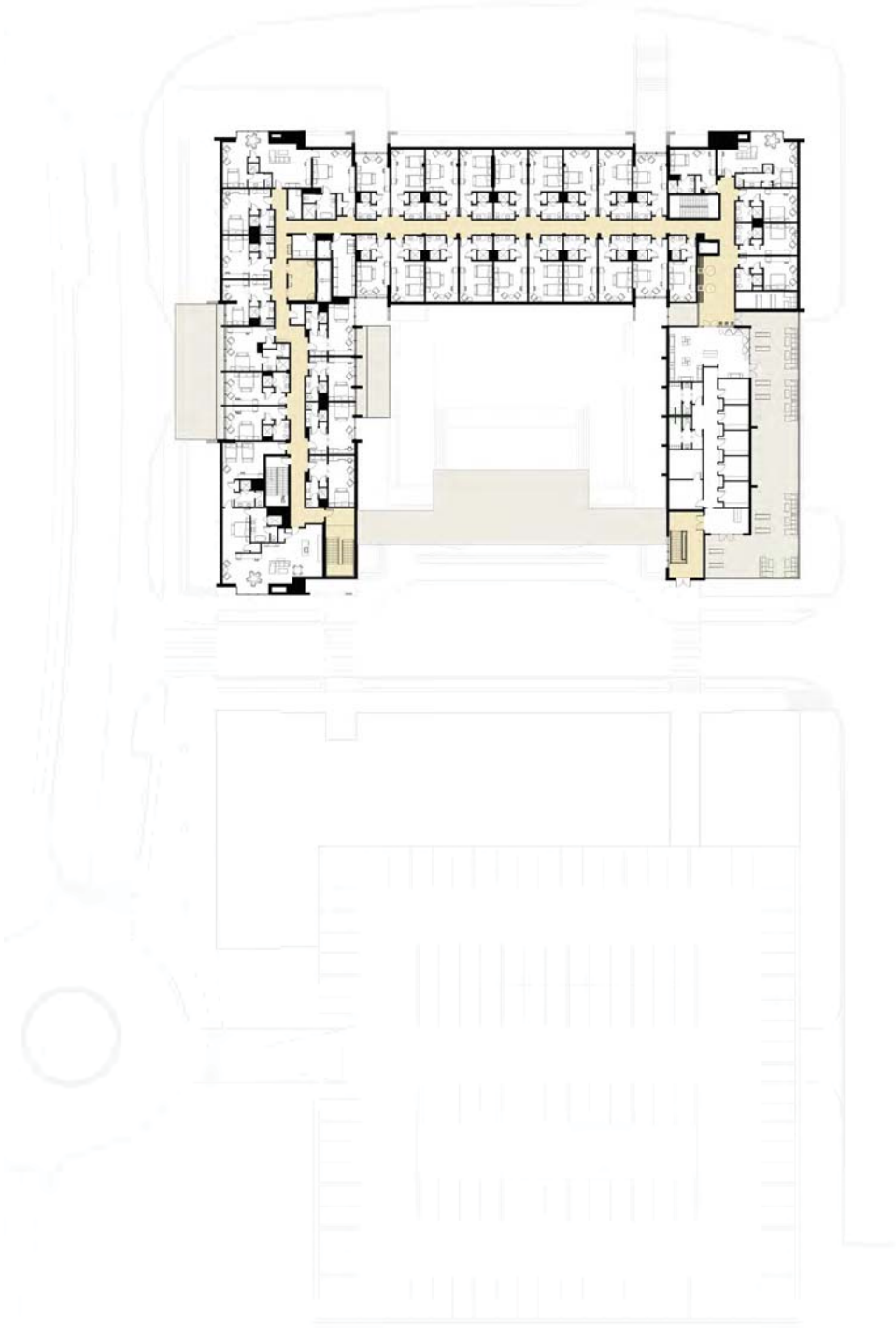




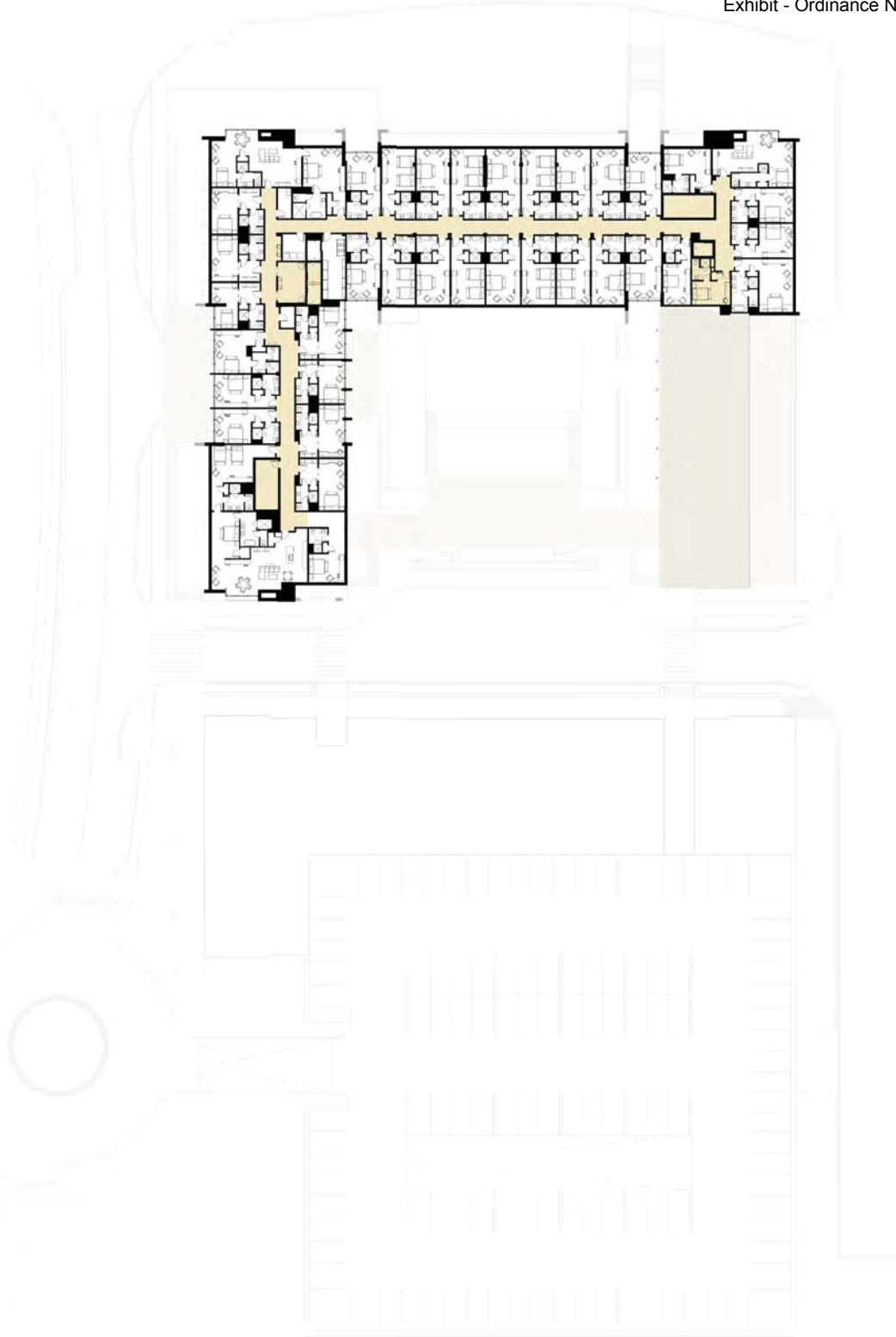
**Patchwork Hotel** | Ground Floor Site and Furniture Plan



**Patchwork Hotel** | Second Floor Furniture Plan



**Patchwork Hotel** | *Third & Fourth Floor Furniture Plan*



**Patchwork Hotel** | Aerial View Looking South



**Patchwork Hotel** | *View Looking South*



Patchwork Hotel | View at Restaurant Patio





View of Hotel Lobby Entry

Patchwork Hotel

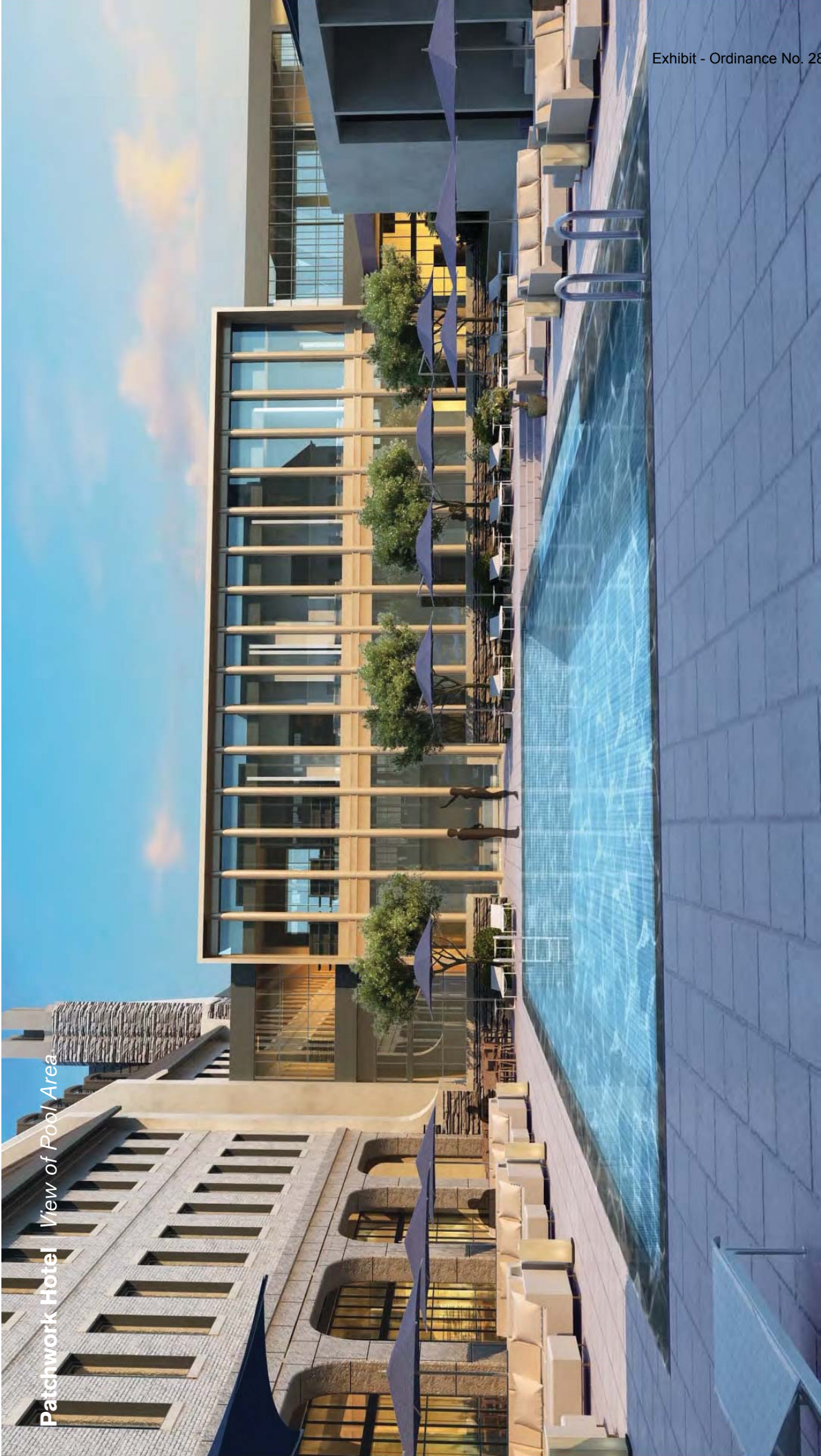




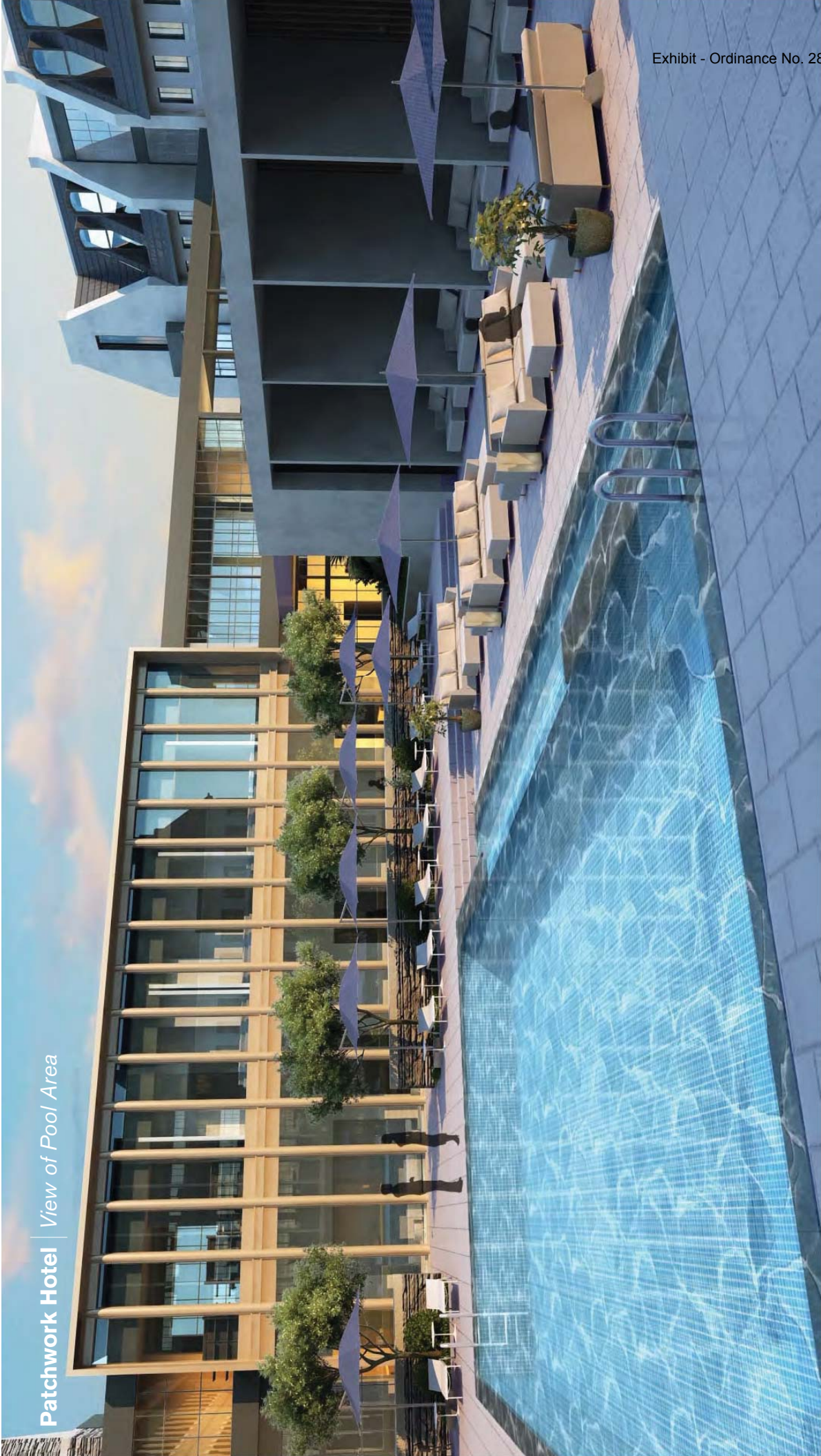
**Patchwork Hotel** | *View of Hotel Lobby*



Patchwork Hotel | View of Pool Area

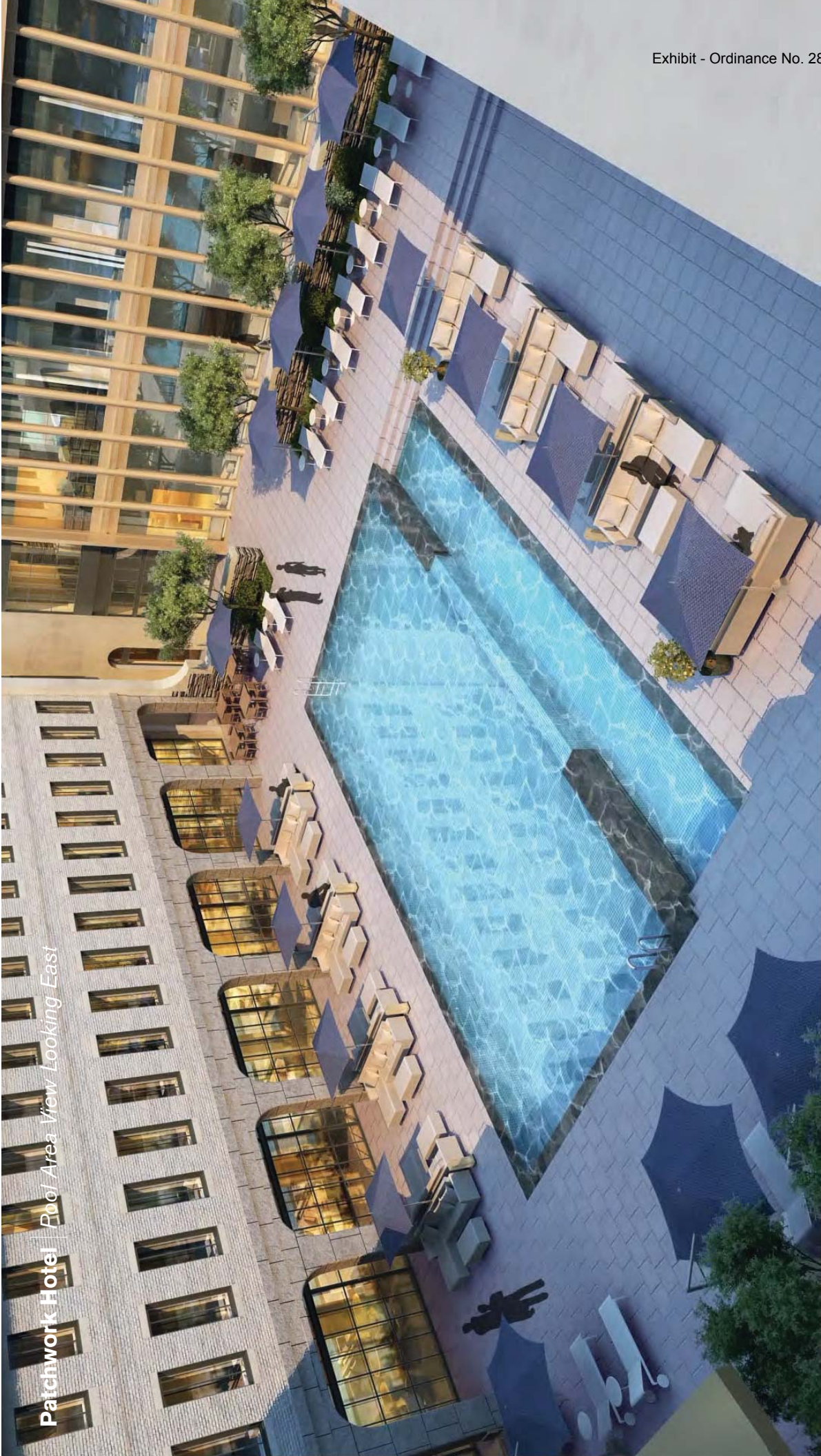


Patchwork Hotel | View of Pool Area





Patchwork Hotel Pool View

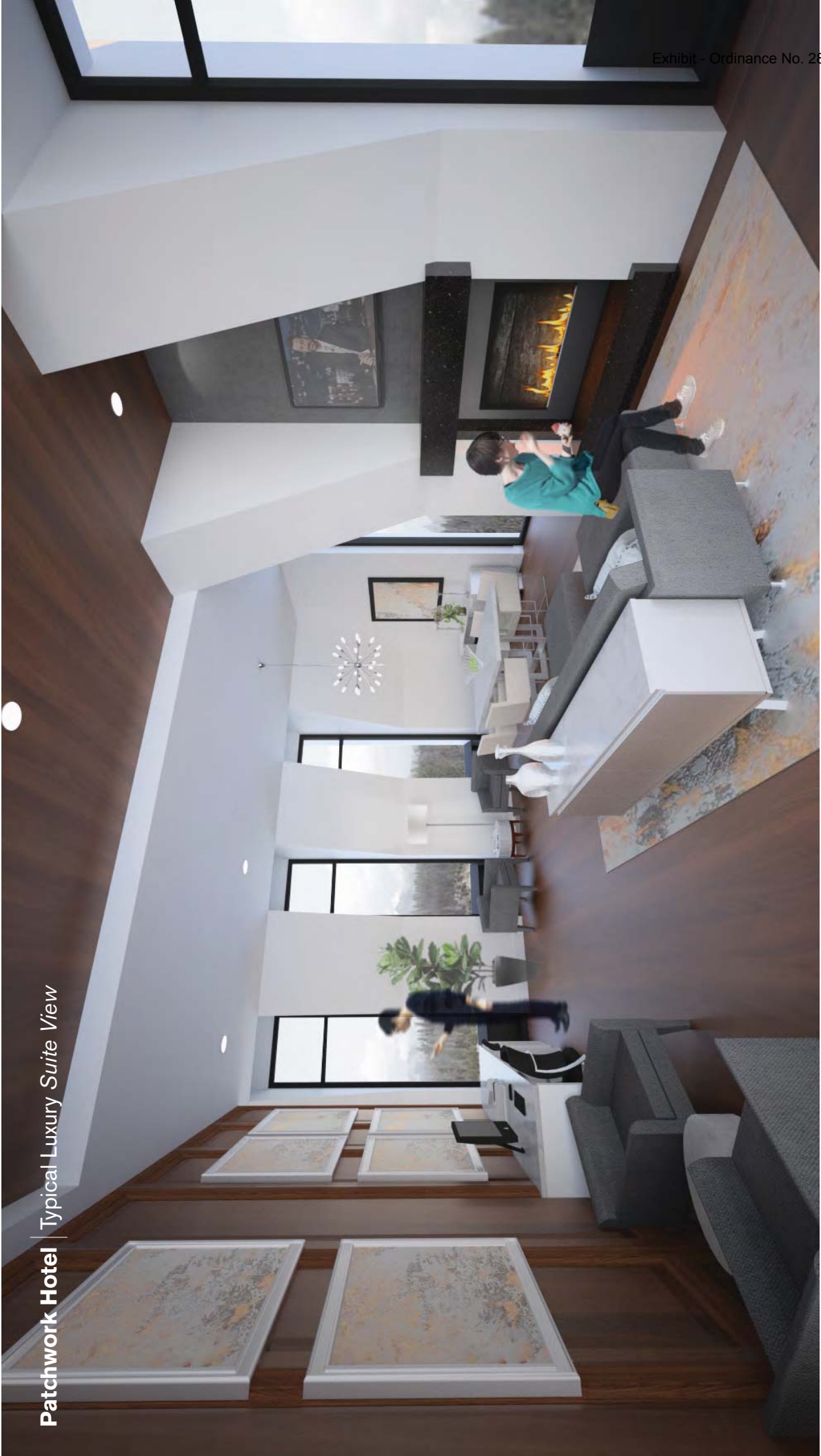


Patchwork Hotel | Roof Area View Looking East

**Patchwork Hotel** | Aerial View Looking North

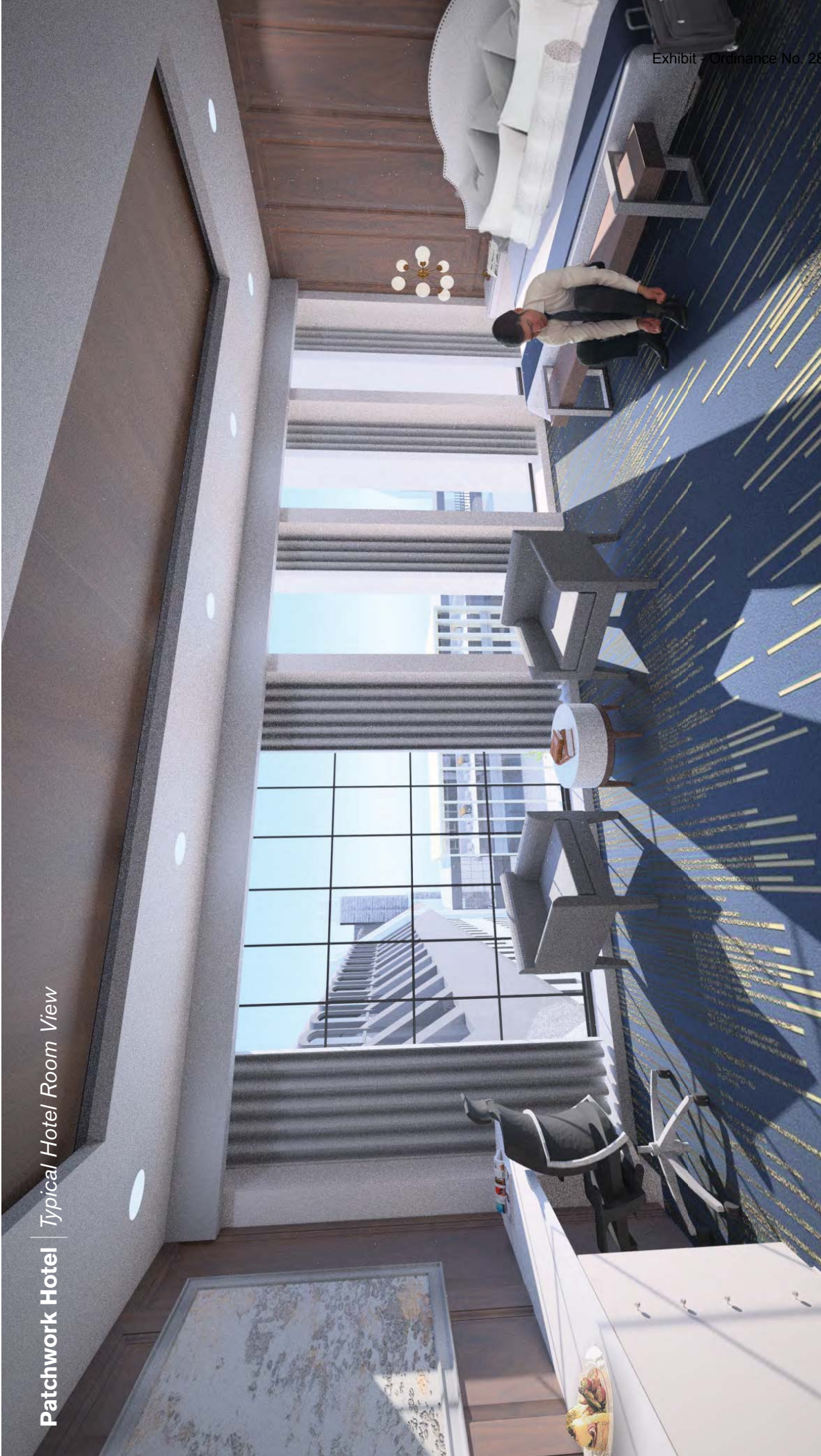


**Patchwork Hotel** | Typical Luxury Suite View





Patchwork Hotel | Typical Hotel Room View



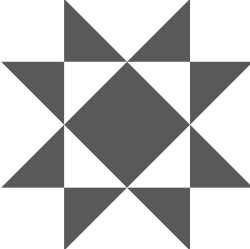
**Patchwork Hotel** | *Additional Perspective Views*



**Patchwork Hotel** | *Additional Perspective Views*



**Patchwork Hotel** | *Branding*



**PATCHWORK**

